

1 Gerald Armstrong
2 715 Sir Francis Drake Boulevard
3 San Anselmo, CA 94960
4 (415) 456-8450
5 In Propria Persona

ORIGINAL FILED

MAY 15 1995

U.S. BANKRUPTCY COURT
KEENAN G. CASADY, Clerk
SANTA ROSA, CA

6 UNITED STATES BANKRUPTCY COURT
7
8 NORTHERN DISTRICT OF CALIFORNIA

9 In re

10 GERALD ARMSTRONG

11
12 Debtor

) Case No. 95-10911 aj
)
) GERALD ARMSTRONG'S
) DECLARATION IN
) OPPOSITION TO
) SCIENTOLOGY'S MOTION
) FOR RELIEF FROM STAY
)
)
)
) DATE: May 25, 1995
) TIME: 9:00 a.m.
) DEPT: Hon. Alan Jaroslovsky

13
14
15 DECLARATION OF GERALD ARMSTRONG

16 I, Gerald Armstrong, declare:

17 1. I have personal knowledge of the facts set forth in
18 this declaration and could competently testify thereto if called
19 as a witness.

20 2. I am asking the Bankruptcy Court for the mercy to deny
21 Scientology's motion for relief from the automatic stay.

22 3. I am in pro per, not an attorney, not trained as an
23 attorney, unable to afford an attorney, emotionally unable to
24 defend myself, and in sincere need myself of relief from
25 Scientology's legal onslaught.

26 4. I have been the target of Scientology's "fair game"
27 policy, and its litigation machine since 1982. I have done
28 whatever I humanly could until the present to defend myself,

1 and others who have been attacked, pursuant to "fair game," by
2 the organization's members, agents and lawyers. I believe
3 Scientology's acts, policies and patterns of attacks are immoral,
4 unjustified, dangerous and criminal. I also believe our justice
5 system is a vital defense to all people in society at all times,
6 and certainly in these complex and threatening times. In my
7 observation and experience justice in the justice system has been
8 for twenty years and is now under attack by Scientology. I have
9 therefore done whatever I could when called to defend justice
10 with my knowledge and communications. I have a duty as a citizen
11 and child of God to defend justice with my knowledge and
12 communications if called.

13 5. I am not providing this Court with any memorandum of
14 points and authorities, although I do offer some opinions and
15 make some arguments in this declaration. I believe it would be
16 silly of me to try to find and offer case law and its reasoning
17 for this situation, and there is probably no one more
18 knowledgeable of bankruptcy law and its nuances than this Court.
19 I apologize for my lack of professionalism and any
20 presumptuousness herein. I am, as Scientology did in its moving
21 papers, providing a considerable quantity of authenticated
22 evidence. Much of it originates with third parties, and on the
23 basis of this mass of supporting evidence, I ask that my words
24 and facts, which by themselves may appear fantastic, be taken
25 seriously. If there are any facts which are missing which
26 prevent a reasoned decision by the Court, I can answer question
27 at an evidentiary hearing.

28 6. Appended to this declaration as Exhibit A is a copy of
my "Separate Statement in Opposition to Scientology's Motion for

1 Summary Adjudication of the 20th Cause of Action of Second
2 Amended Complaint." Appended hereto as Exhibit B is a copy of my
3 declaration in support of my opposition to Scientology's motion
4 for summary adjudication executed April 14, 1995. Appended hereto
5 as Exhibit C is a copy of the declaration of Lawrence Wollersheim
6 in support of my oppositions to Scientology's motions for summary
7 adjudication executed April 7, 1995. Accompanying this
8 declaration and the above-listed three exhibits are seven volumes
9 labelled "Gerald Armstrong's Evidence in Support of Opposition to
10 Scientology's Motion for Relief from Stay." These volumes are
11 identical, except for the face page, to my "Evidence in Support
12 of Gerald Armstrong's Opposition to Scientology's Motion for
13 Summary Adjudication of the 20th Cause of Action; and 13th, 16th,
14 17th and 19th Causes of Action of Second Amended Complaint." I
15 submit this set of documents to the Bankruptcy Court to show that
16 contrary to Scientology's allegations I have valid defenses to
17 its claims, and have not been willfully dilatory, but working as
18 diligently as possible in an overwhelmed condition in, for me, a
19 complex matter in an impossible medium. I am also submitting
20 these volumes because I have no better way of responding to
21 Scientology's mountainous motion herein. If these materials are
22 looked at, they will provide a different reality from that which
23 Scientology presents.

24 7. I cannot respond to all of Scientology's papers and
25 allegations in its moving papers. I will try to respond to some.
26 A central argument in Scientology's motion is that my "uniform
27 tactic in the state court litigation has been delay." This is
28 not true. My former attorney Ford Greene is a very human sole
practitioner, who did his best against a well-financed, many-

1 lawyered, many-paralegaled litigation machine, which enjoyed many
2 advantages on a "playing field" made decidedly uneven by its own
3 tactics. E.g., Scientology held Armstrong's attorneys and
4 witnesses under contracts with \$50,000 damages penalties which
5 prohibited them from assisting Armstrong. Mr. Greene ultimately
6 and for several reasons, not the least of which was financial,
7 lost heart. It is also noteworthy that Scientology had over the
8 past few years filed five spurious bar complaints against Greene
9 and had infiltrated an agent into his office to steal and cause
10 trouble. See., Evidence Volume 7, Ex. 8-A, declaration of Garry
11 L. Scarff, executed February 11, 1993, and filed in my state
12 case. Within the past year it came to light that a couple,
13 Richard and Vicki Aznaran, while pretending to be clients of Ford
14 Greene, were secretly meeting with and being paid by Scientology.
15 Greene put probably \$400,000.00 worth of work into the Aznaran's
16 case, and it was ready to go to trial. They suddenly cut all
17 communication with Greene and disappeared, stiffing him and his
18 co-counsel John C. Elstead, out of any fee, later to surface
19 being operated by Scientology. After Ford substituted out I
20 tried with all my heart to defend my case, which I believe is,
21 with an adequate defense, eminently winnable. As Scientology
22 states, when Mr. Greene substituted out it filed two massive
23 motions for summary adjudication. I was broke, lacked equipment
24 and other resources, was overwhelmed, distraught and ill. I did
25 my best, but it was not enough, too late, further weakened me and
26 consumed my meager resources.

27 8. Prior to filing bankruptcy, I tried very hard but
28 without any success to obtain funding and obtain an attorney to
defend my case. I am still in that situation.

1 9. It would be a pointless, albeit shocking, exercise to
2 allow Scientology to renew its legal assault on me in the state
3 court. Because of my present financial and emotional condition,
4 Scientology might easily prevail, but it would do so, not on the
5 merits of its case, but essentially by default.

6 10. Since I filed bankruptcy I have begun again working for
7 Ford Greene. I am working full time and am for the first time
8 being paid an hourly wage. I am able to pay my immediate bills.
9 Scientology has been trying for years to stop me from working
10 with Mr. Greene, indeed tried to get me jailed for working with
11 Mr. Greene. It is still trying to stop me from working there. I
12 have worked for three firms since 1982. Each of those firms was
13 staked out by Scientology to observe and harass me. At each of
14 those firms I was photographed and/or videotaped by Scientology
15 as part of its observation and harassment operations. At each of
16 these firms my bosses were deposed by Scientology. Where else in
17 the world can I go for work? What employer would tolerate that
18 kind of threat because of a connection to me? Working with Mr.
19 Greene is probably the only job in the world for me at this
20 moment. He does not, however, wish to represent me in my legal
21 matters.

22 11. Since filing bankruptcy I have been able to obtain a
23 little emotional relief from the years of overwhelm and threat.
24 My strength is returning. My understanding of bankruptcy is
25 limited, but it certainly includes the concept of the reduction
26 of impossible to fulfil financial demands and the attendant
27 emotional stress of such debt demands.

28 12. Rule 1 of the Federal Rules of Civil Procedure states
that the [Rules] "shall be construed to secure the just, speedy,

1 and inexpensive determination of every action." What Scientology
2 seeks in lifting the stay is not just, speedy or inexpensive.

3 13. Scientology claims that I fraudulently conveyed my
4 property to render myself judgment-proof in anticipation of
5 breaching its settlement agreement. This is completely untrue.
6 I refer this Court to my declaration executed January 13, 1994,
7 Exhibit 5 in Evidence Volume VI, and Exhibit 6 and all exhibits
8 thereto in Evidence Volume VII. I have acted in my renunciation
9 of worldly wealth and in my efforts to counter Scientology's
10 abuses through my conviction to do God's Will as He guides me.

11 14. As Scientology states, it is already protected by a
12 preliminary injunction in the state action. It will not be
13 harmed in any way if the stay remains in place. On the other
14 hand, I very easily could, in human terms, be destroyed.

15 15. In fact it is my destruction which Scientology seeks.
16 It states that it "is not seeking with this petition to enforce
17 any of its monetary claims against Armstrong, but merely to
18 obtain a determination as to the extent of Armstrong's liability
19 to the Church." Scientology's Memorandum at 1:9-11. Scientology
20 already as a judgment for \$100,000.00. It doesn't matter if the
21 "extent of Armstrong's liability" is \$100,000,000.00, I have no
22 way to pay any of it. If Scientology is not seeking money, then
23 it is seeking a trophy, or, as Scientology's leader L. Ron
24 Hubbard orders, "a head on the pike." I believe this is contrary
25 to the intent of the Bankruptcy Court, and the Court can prevent
26 it. For a definition of "fair game" please see Evidence Volume
27 IV, Exhibit 3-B, Scientology v. Armstrong, 283 Cal.Rptr. 917 at
28 920. For an understanding of "fair game" and its implementation
against me, please see, e.g., Exhibit C hereto, declaration of

1 Lawrence Wollersheim at pp. 1-5, ¶¶ 4-10; Exhibit C-B,
2 publication "Sientology's Policies Towards its Adversaries;"
3 Evidence Volume I, Exhibit 1, declaration of Hana Whitfield at
4 pp. 8-12, ¶¶ 13-16; Evidence Volume I, Exhibit 2, declaration of
5 Dennis Erlich at p. 3, ¶ 7; Evidence Volume I, Exhibit 5,
6 declaration of Malcolm Nothling at p. 2, ¶ 8; Evidence Volume I,
7 Exhibit 6, declaration of Jonathan Attack at pp. 2-4, ¶¶ 8-16;
8 Evidence Volume IV, Exhibit 4, declaration of Gerald Armstrong at
9 pp. 4-7, ¶¶ 6-9, pp. 12-15, ¶¶ 19-23; Exhibit B hereto, p. 4, ¶9,
10 pp. 8,9, ¶¶18, 19, p. 10, ¶ 21, pp. 14,15, ¶ 31, pp. 22-24, ¶¶
11 42,43.

12 16. If Scientology were allowed to renew its attack in
13 state court "to obtain a determination as to the extent of
14 Armstrong's liability," which liability would be dischargeable in
15 bankruptcy, it would not only waste me, it would waste the
16 resources of the courts involved and the unwitting taxpayers. It
17 would be pointless and wasteful to go through that exercise to
18 determine the amount of Scientology's trophy.

19 17. Scientology is not seeking justice, but a vendetta
20 against an unarmed individual for no other reason than his God-
21 given temerity to speak the truth to help those who need his help
22 and ask for it. When the Bankruptcy Court sees the use of the
23 justice system for such a vendetta it can stop it. The
24 Bankruptcy Court is also able to deal with the injunction
25 Scientology seeks.

26 18. At this moment in my life I need some time for my
27 financial, emotional and physical well-being. I am a
28 contributing member of society of good heart and God-given good
ideas. I ask for this Court's understanding and mercy.

1 I declare under the penalty of perjury under the laws of the
2 State of California that the foregoing is true and correct.

3 Executed at San Anselmo, California, on May 11, 1995.

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A handwritten signature in black ink, appearing to be 'G. Armstrong', written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the county of Marin, State of California. I am over the age of eighteen years and not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California 94960. I served the foregoing document(s) described as:

**GERALD ARMSTRONG'S DECLARATION IN OPPOSITION TO
SCIENTOLOGY'S MOTION FOR RELIEF FROM STAY; GERALD
ARMSTRONGS EVIDENCE OPPOSITION TO SCIENTOLOGY'S MOTION
FOR RELIEF FROM STAY - VOLUMES I - VII**

on the following persons on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Laurie J. Bartilson, Esquire
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, CA 90028

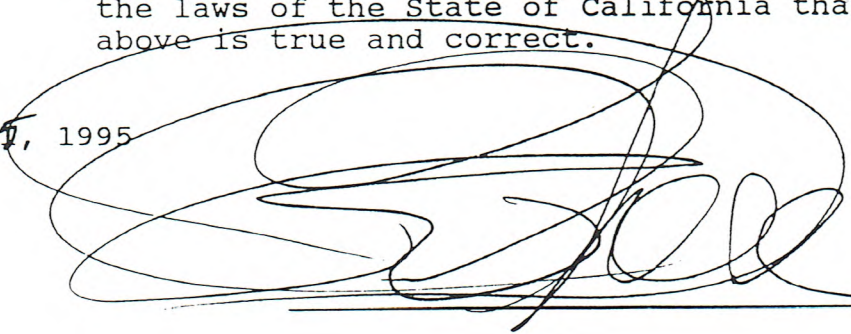
Jeffry G. Locke, Trustee
P.O. Box 488
Kentfield, CA 94914-0488

☒ (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

☐ (Personal) I caused said papers to be personally served on the office of counsel.

☒ (State) I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: May 17, 1995



1 Gerald Armstrong
715 Sir Francis Drake Boulevard
2 San Anselmo, CA 94960
(415)456-8450
3 In Propria Persona

4
5 SUPERIOR COURT OF THE STATE OF CALIFORNIA
6 FOR THE COUNTY OF MARIN

7 CHURCH OF SCIENTOLOGY INTERNATIONAL,) No. 157 680
a California not-for-profit)
8 religious corporation,)
9 Plaintiff,) ARMSTRONG'S SEPARATE
10 vs.) STATEMENT OF DISPUTED AND
11 GERALD ARMSTRONG; MICHAEL WALTON;) UNDISPUTED FACTS IN
THE GERALD ARMSTRONG CORPORATION) OPPOSITION TO MOTION FOR
12 a California for-profit) SUMMARY ADJUDICATION OF
corporation; DOES 1 through 100,) THE TWENTIETH CAUSE OF
13 inclusive,) ACTION OF THE SECOND
14 Defendants.) AMENDED COMPLAINT
15 _____) Date: 4/21/95
Time: 9:00 a.m.
Dept: One
Trial Date: May 18, 1995

16
17 RESPONDING PARTY GERALD ARMSTRONG'S STATEMENT OF DISPUTED AND
18 UNDISPUTED FACTS

19 Defendant Gerald Armstrong ("Armstrong") submits this
20 separate statement in opposition to Plaintiff Church of
21 Scientology International's ("Scientology") separate statement of
22 undisputed facts with reference to supporting evidence pursuant to
23 CCP Section 437c (b).

24
25 ISSUE NUMBER I:

26 Scientology's Claim: CSI Is Entitled To Summary
27 Adjudication Of The Twentieth Cause Of Action Because There Is No
28 Dispute (1) That The Parties Entered Into A Written Agreement (2)
That CSI Performed All Of Its Obligations Pursuant To The

1 Agreement, (3) That Armstrong Breached The Agreement Repeatedly,
2 and (4) That Armstrong Intends To Continue Breaching The
3 Agreement.

4
5 A. The Parties Entered Into A Written Agreement And CSI
6 Performed All Of Its Obligations Pursuant To The Agreement

7
8 Armstrong's Claim: Scientology is not entitled to summary
9 adjudication of the Twentieth Cause of Action because: 1.
10 Scientology obtained Armstrong's signature on the subject
11 settlement document by duress; 2. Scientology obtained Armstrong's
12 signature on the subject settlement document by fraud; 3. the
13 settlement agreement is unfair, unreasonable, unconscionable and
14 cannot be specifically performed; 4. Scientology's hands are
15 unclean in this transaction and Scientology is therefore barred
16 from obtaining the relief it seeks; 5. the settlement agreement
17 and Scientology's enforcement thereof are obstructive of justice;
18 6. all of Armstrong's experiences concerning which Scientology
19 seeks to silence him are religious in nature and the silencing of
20 the expression of such experiences by court order is completely
21 barred by the First Amendment to the United States Constitution;
22 and, 7. all of Armstrong's activities which Scientology claims are
23 violations of the subject agreement are religiously motivated and
24 completely protected by the First Amendment, and the Religious
25 Freedom Restoration Act of 1993.

26 PLAINTIFF CSI'S MATERIAL FACTS
27 AND SUPPORTING EVIDENCE

DEFENDANT ARMSTRONG'S MATERIAL
FACTS AND SUPPORTING EVIDENCE

28
1. Gerald Armstrong

1. Disputed.

1 voluntarily entered into a
2 confidential Mutual Release of
3 All Claims and Settlement
4 Agreement ("Agreement") with
5 Church of Scientology
6 International ("the Church")
7 on December 6, 1986.

8 Plaintiff's Evidence:

9 1. Request for Judicial
10 Notice, Exhibit A, Verified
11 Amended Complaint (hereinafter
12 "Complaint"), ¶¶ 1 and 2;
13 Request for Judicial Notice
14 Exhibit B, Answer of Gerald
15 Armstrong and the Gerald
16 Armstrong Corporation to
17 Amended Complaint (hereinafter
18 "Answer"), ¶¶ 1 and 2; Request
19 for Judicial Notice, Exhibit
20 C, Order Granting Summary
21 Adjudication of the Fourth and
22 Sixth Causes of Action;
23 Request for Judicial Notice
24 Exhibit D, Opinion of the
25 Second District Court of
26 Appeal; Request for Judicial
27 Notice Exhibit E, Order
28 Granting Summary Adjudication
of the Second and Third Causes

A. Armstrong was the target
of Scientology's "fair game"
acts from the time he left
Scientology until the time he
signed the settlement
agreement. These fair game
acts included, but are not
limited to: publishing
"Suppressive Persons
Declares," spying on him,
assault, filing false charges
with Los Angeles DA, filing
false charges with FBI,
attempted entrapment, illegal
videotaping, battery by a car
driven by a hired agent,
attempting to involve him in a
freeway "accident," filing
false declarations,
international dissemination of
publications falsely accusing
him of crimes ("black
propaganda"), filing false
contempt of court charges
against him, disseminating
"confidential" statements made
in pastoral "counseling
sessions."

Defendant's Evidence

1 of Action of Armstrong's
2 cross-complaint; Exhibit 1A,
3 Mutual Release of All Claims
4 and Settlement Agreement ("the
5 Agreement"), page 16; Exhibit
6 1B, Declaration of Larry
7 Heller, ¶¶ 4 and 5, Exhibit A
8 thereto and Exhibit B thereto,
9 1:19-2:10.

Declaration of Gerald
Armstrong in support of
motions for summary
adjudication, executed April
14, 1995 (hereinafter "GA
dec"), pp. 4-6, ¶¶ 9-13;
Exhibit 4, Declaration of
Gerald Armstrong executed
March 16, 1992 and filed
herein, pp 4-7, ¶¶ 6-10;
Exhibit 4-M, "authorization"
to electronic eavesdrop on
Armstrong and his attorney
Michael Flynn by LAPD officer
Philip Rodriguez; Exhibit 4-N,
public announcement by Daryl
F. Gates, Chief LAPD,
denouncing "authorization;"
Exhibit 4-O, letter from LA DA
dated April 25, 1986 to
Scientology rejecting charges;
Exhibit 5, Declaration of
Gerald Armstrong executed
January 13, 1994, pp. 2,3, ¶¶
5,6; Exhibit 5-C, April/May,
1985 "Freedom" newspaper re
Armstrong and Flynn; Exhibit
2, Declaration of Gerald
Armstrong executed December

1 25, 1990, p. 1, ¶ 2; Exhibit
2 2-O, Declaration of Gerald
3 Armstrong executed October 11,
4 1986, pp. 3-9, ¶¶ 3-8; Exhibit
5 2-P, Declaration of Gerald
6 Armstrong executed November 1,
7 1986, pp. 6-11, ¶¶ 5-8.

8
9 B. Armstrong's attorney
10 Michael Flynn was the target
11 of Scientology's fair game
12 from 1979 through the time of
13 the signing of the settlement
14 agreements. Fair game acts
15 against Flynn included, but
16 are not limited to,
17 infiltrating his office,
18 paying known criminals to
19 testify falsely against him,
20 suing him and his office some
21 fifteen times, framing him
22 with the forgery of a
23 \$2,000,000 check, and an
24 international "black
25 propaganda campaign."

26 Defendant's Evidence

27 GA dec, pp. 6,7, ¶ 14; Exhibit
28 4, p. 9, ¶ 14, ; Exhibit 2, p.
1, ¶ 2, pp. 3,4,5 ¶8, ¶11;

1 Exhibit 2-0, pp. 6, ¶ 6, Ex.
2 2-0 pp 60-74 "Juggernaut Eval"
3 re Flynn; Exhibit 5, pp. 8,9,
4 ¶ 12; Declarations by Third
5 Parties in Support of
6 Opposition to Summary
7 Adjudication Motions
8 (hereinafter "Third Party
9 Decs."), Exhibit 6,
10 Declaration of Jonathan Caven-
11 Atack, p. 4, ¶16.
12

13 C. Flynn told Armstrong that
14 if he didn't sign
15 Scientology's settlement
16 agreement he would be the
17 target of more fair game.

18 Defendant's Evidence

19 GA dec., pp. 8,9, ¶ 18;
20 Exhibit 4, p. 9, ¶ 14; Exhibit
21 2, pp. 3,4, ¶ 8, p. 5, ¶ 11;
22 Exhibit 5, pp. 8,9, ¶ 12.
23

24 D. Flynn told Armstrong that
25 the other some fifteen people
26 involved in the "global
27 settlement" would continue to
28 be attacked by Scientology if
he didn't sign.

Defendant's Evidence

GA dec, pp. 8,9, ¶ 18; Exhibit 4, p. 9, ¶ 14, pp 10,11, ¶ 17; Exhibit 2, pp. 3,4, ¶ 8, p. 5, ¶ 11.

E. Flynn had another client yell at Armstrong when Armstrong objected to the language of the "agreement."

Defendant's Evidence

Exhibit 4, p 9, ¶ 14; Exhibit 2, p. 4, ¶ 8.

2. Armstrong received a portion of a total sum paid to his attorney, Michael Flynn, in settlement of all claims of Mr. Flynn's clients.

2. Undisputed.

Plaintiff's Evidence:

Complaint ¶13; Answer, ¶13; Request for Judicial Notice, Exhibit C, Order Granting Summary Adjudication of the Fourth and Sixth Causes of Action; Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶3.

1 3. Armstrong received
2 approximately \$800,000.00 from
3 Michael Flynn as his portion
4 of the total settlement sum
5 paid by CSI to Mr. Flynn for
6 Flynn's settling clients.

7 Plaintiff's Evidence:

8 3. Exhibit 1C, Declaration
9 of Graham Berry, and Exhibit B
10 thereto; Exhibit 1D Marin
11 Independent Journal, November
12 11, 1992, article entitled,
13 "Is Money The Root of Our
14 Problems?"

3. Undisputed.

15
16 4. Paragraph 7(E) of the
17 Agreement provides:"...
18 Plaintiff agrees to return to
19 the Church of Scientology
20 International at the time of
21 the consummation of this
22 agreement, all materials in
23 his possession, custody or
24 control (or within the
25 possession, custody or control
26 of his attorney, as well as
27 third parties who are in
28 possession of the described
documents), of any nature,

4. Undisputed.

1 including originals and all
2 copies or summaries of
3 documents defined in Appendix
4 'A' to this Agreement,
5 including but not limited to
6 any tapes, computer disks,
7 films, photographs,
8 recastings, variations or
9 copies of any such materials
10 which concern or relate to the
11 religion of Scientology, L.
12 Ron Hubbard, or any of the
13 organizations, individuals or
14 entities listed in Paragraph 1
15 above, all evidence of any
16 nature, including evidence
17 obtained from the named
18 defendants through discovery,
19 acquired for the purposes of
20 this lawsuit or any lawsuit,
21 or acquired for any purpose
22 concerning any Church of
23 Scientology, any financial or
24 administrative materials
25 concerning any Church of
26 Scientology, and any materials
27 relating personally to L. Ron
28 Hubbard, his family or estate.
...To the extent that

1 Plaintiff does not possess or
2 control documents within
3 categories A-C above,
4 Plaintiff recognizes his
5 continuing duty to return to
6 CSI any and all documents that
7 fall within categories A-C
8 above which do in the future
9 come into his possession or
10 control."

11 Plaintiff's Evidence:

12 4. Exhibit 1A, Mutual
13 Release of All Claims and
14 Settlement Agreement, ¶7(E).

15
16 5. Paragraph 7(D) of the
17 Agreement provides that
18 "Plaintiff agrees never to
19 create or publish or attempt
20 to publish, and/or assist
21 another to create for
22 publication by means of
23 magazine, article, book or
24 other similar form, any
25 writing or to broadcast or to
26 assist another to create,
27 write, film or video tape or
28 audio tape any show, program
or movie, or to grant

5. Undisputed.

1 interviews or discuss with
2 others, concerning their
3 experiences with the Church of
4 Scientology, or concerning
5 their personal or indirectly
6 acquired knowledge or
7 information concerning the
8 Church of Scientology, L. Ron
9 Hubbard or any of the
10 organizations, individuals and
11 entities listed in Paragraph 1
12 above. Plaintiff further
13 agrees that he will maintain
14 strict confidentiality and
15 silence with respect to his
16 experiences with the Church of
17 Scientology and any knowledge
18 or information he may have
19 concerning the Church of
20 Scientology, L. Ron Hubbard,
21 or any of the organizations,
22 individuals and entities
23 listed in Paragraph 1 above.
24 Plaintiff expressly
25 understands that the non-
26 disclosure provisions of this
27 subparagraph shall apply,
28 inter alia, but not be
limited, to the contents or

1 substance of his complaint on
2 file in the action referred to
3 in Paragraph 1 hereinabove or
4 any documents as defined in
5 Appendix "A" to this
6 Agreement, including but not
7 limited to any tapes, films,
8 photographs, recastings,
9 variations or copies of any
10 such materials which concern
11 or relate to the religion of
12 Scientology, L. Ron Hubbard,
13 or any of the organizations,
14 individuals and entities
15 listed in Paragraph 1 above.
16 The attorneys for Plaintiff,
17 subject to the ethical
18 limitations restraining them
19 as promulgated by the state or
20 federal regulatory
21 associations or agencies,
22 agree not to disclose any of
23 the terms and conditions of
24 the settlement negotiations,
25 amount of the settlement, or
26 statements made by either
27 party during the settlement
28 conferences. Plaintiff agrees
that if the terms of this

1 paragraph are breached by him,
2 that CSI and the other
3 Releasees would be entitled to
4 liquidated damages in the
5 amount of \$50,000 for each
6 such breach. All monies
7 received to induce or in
8 payment for a breach of this
9 Agreement, or any part
10 thereof, shall be held in a
11 constructive trust pending the
12 outcome of any litigation over
13 said breach. The amount of
14 liquidated damages herein is
15 an estimate of the damages
16 that each party would suffer
17 in the event this Agreement is
18 breached. The reasonableness
19 of the amount of such damages
20 are hereto acknowledged by
21 Plaintiff."

22 Plaintiff's Evidence:

23 5. Exhibit 1A Mutual Release
24 of All Claims and Settlement
25 Agreement, ¶7(D).

26
27 6. Paragraph 7(G) of the
28 Agreement provides, "Plaintiff
agrees that he will not

6. Undisputed.

1 voluntarily assist or
2 cooperate with any person
3 adverse to Scientology in any
4 proceeding against any of the
5 Scientology organizations,
6 individuals or entities listed
7 in Paragraph 1 above .
8 Plaintiff agrees that he will
9 not cooperate in any manner
10 with any organizations aligned
11 against Scientology."

12 Plaintiff's Evidence:

13 6. Exhibit 1A Mutual Release
14 of All Claims and Settlement
15 Agreement, ¶7(D).

16

17 7. Paragraph 7(H) of the
18 Agreement provides, "Plaintiff
19 agrees not to testify or
20 otherwise participate in any
21 other judicial, administrative
22 or legislative proceeding
23 adverse to Scientology or any
24 of the Scientology Churches,
25 individuals or entities listed
26 in Paragraph 1 above unless
27 compelled to do so by lawful
28 subpoena or other lawful
process. Plaintiff shall not

7. Undisputed.

1 make himself amenable to
2 service of any such subpoena
3 in a manner which invalidates
4 the intent of this provision.
5 Unless required to do so by
6 such subpoena, Plaintiff
7 agrees not to discuss this
8 litigation or his experiences
9 with and knowledge of the
10 Church with anyone other than
11 members of his immediate
12 family."

13 Plaintiff's Evidence:

14 7. Exhibit 1A Mutual Release
15 of All Claims and Settlement
16 Agreement, ¶7(H).

17
18 8. Paragraph 10 of the
19 Agreement provides, "Plaintiff
20 agrees that he will not assist
21 or advise anyone, including
22 individuals, partnerships,
23 associations, corporations or
24 governmental agencies
25 contemplating any claim or
26 engaged in litigation or
27 involved in or contemplating
28 any activity adverse to the
interests of any entity or

8. Undisputed.

1 class of persons listed above
2 in Paragraph 1 of this
3 Agreement."

4 Plaintiff's Evidence:

5 8. Exhibit 1A Mutual Release
6 of All Claims and Settlement
7 Agreement, ¶10.

8
9 9. Paragraph 18(D) of the
10 Agreement provides, "The
11 Parties hereto and their
12 respective attorneys each
13 agree not to disclose the
14 contents of this executed
15 Agreement. Nothing herein
16 shall be construed to prevent
17 any party hereto or his
18 respective attorney from
19 stating that this civil action
20 has been settled in its
21 entirety."

9. Undisputed.

22 Plaintiff's Evidence:

23 9. Exhibit 1A Mutual Release
24 of All Claims and Settlement
25 Agreement, ¶18(D).

26
27 10. Paragraph 20 of the
28 Agreement provides,
"Notwithstanding the dismissal

10. Undisputed.

1 of the lawsuit pursuant to
2 Paragraph 4 of this Agreement,
3 the parties hereto agree that
4 the Los Angeles Superior Court
5 shall retain jurisdiction to
6 enforce the terms of this
7 Agreement. This Agreement may
8 be enforced by any legal or
9 equitable remedy, including
10 but not limited to injunctive
11 relief or declaratory judgment
12 where appropriate. In the
13 event any party to this
14 Agreement institutes any
15 action to preserve, to protect
16 or to enforce any right or
17 benefit created hereunder, the
18 prevailing party in any such
19 action shall be entitled to
20 the costs of suit and
21 reasonable attorney's fees."

22 Plaintiff's Evidence:

23 10. Exhibit 1A Mutual Release
24 of All Claims and Settlement
25 Agreement, ¶20.

26
27 B. Armstrong Breached The Agreement By Voluntarily Providing Aid
28 To Adverse Litigants And Claimants In Violation Of Paragraph
7(G), 7(H), 10 and 18(D) Of The Agreement.

1
2 11. Vicki and Richard Aznaran
3 are former Church members and,
4 in 1991, were actively
5 litigating against several
6 Churches of Scientology.

11. Undisputed.

7 Plaintiff's Evidence:

8 11. Complaint, ¶ 18; Answer,
9 ¶18; Exhibit 1E, Deposition of
10 Gerald Armstrong, Vol II, July
11 22, 1992, 183:1-6; Request
12 for Judicial Notice, Exhibit
13 F, Complaint in the United
14 States District Court for the
15 Central District of
16 California, Case No. CV 88-
17 1786 JMI(Ex), Vicki J.
18 Aznaran, et al. v. Church of
19 Scientology of California, et
20 al.

21
22 12. On August 21, 1991,
23 Armstrong wrote to attorney
24 Eric Lieberman, counsel for
25 CSI, "There was no reason to
26 videotape me as proof that I
27 was associating with Ford
28 Green. I had spoken the day
before with two of your fellow

12. Undisputed.

1 org lawyers, Laurie Bartilson
2 and Bill Drescher, and two men
3 from SO legal liaison staff,
4 Howard Gutfeld and August
5 Murphy, and from none of whom
6 had I withheld the fact that I
7 was helping Mr. Greene...Mr.
8 Murphy spent some time in Mr.
9 Greene's office and we spoke
10 for a few minutes. I am quite
11 certain he left with the
12 impression that I was helping
13 Mr. Greene, and specifically
14 in the Aznaran case since, in
15 addition to my saying so, he
16 did observe me carrying into
17 Mr. Greene's office two boxes
18 containing the mega-copies of
19 the two Oppositions to Summary
20 Judgment Motions (Statute of
21 Limitations and First
22 Amendment) and related
23 documents, and he did hear me
24 lament that his organization
25 had cost Mr. Greene that very
26 day over seven hundred dollars
27 in copying costs."

28 Plaintiff's Evidence:

12. Letter of August 21,

1 1991 from Gerald Armstrong to
2 Eric Lieberman, Exhibit 1F.

3
4 13. On September 4, 1991,
5 Ford Greene signed a
6 declaration for filing in the
7 Aznaran case stating, "I am
8 grateful for the on-going
9 assistance that I have
10 received from Gerry Armstrong.
11 While I have worked - at times
12 around the clock - he has
13 assembled the product of my
14 labors and ensured that were
15 prepared for filing and
16 service."

17 Plaintiff's Evidence:

18 13. Declaration of Ford
19 Greene, September 4, 1991,
20 Exhibit 1G; ¶7.

21
22 14. On August 26, 1991,
23 Armstrong voluntarily signed a
24 declaration for filing in the
25 Aznaran case containing
26 statements regarding his
27 alleged experiences with and
28 knowledge of the Church and L.
Ron Hubbard.

13. Undisputed.

14. Undisputed.

1 Plaintiff's Evidence:

2 14. Exhibit 1H, Deposition of
3 Gerald Armstrong, Vol III,
4 322:19-323:7, 324:5-10,
5 324:21-23, 325:1-10, 325:17-
6 326:3, 327:8-10, and Exhibit
7 11 thereto; Exhibit 1I,
8 Armstrong Declaration, August
9 26, 1991; Complaint, ¶¶ 37 and
10 59; Answer, ¶¶ 37 and 59.

11
12 15. On September 3, 1991, 15. Undisputed.
13 Armstrong voluntarily signed a
14 declaration for filing in the
15 Aznaran case stating, "I aid
16 Mr. Greene out of my own free
17 will and my sense of right and
18 wrong ... My help to Ford
19 Greene in all of the papers
20 recently filed has been in
21 proofreading, copying,
22 collating, hole-punching,
23 stapling, stamping, packaging,
24 labeling, air freighting and
25 mailing. Mr. Greene and I
26 have had several conversations
27 during this period, some of
28 which have certainly concerned
 the litigation."

1 Plaintiff's Evidence:

2 15. Declaration of Gerald
3 Armstrong, September 3, 1991,
4 ¶¶ 5 and 18, Exhibit 1J.

5
6 16. On October 8, 1992,
7 Armstrong testified that since
8 July 22, 1992, he had broadly
9 discussed with the Aznarans
10 matters concerning their case,
11 and had relayed communications
12 between the Aznarans and Ford
13 Greene.

14 Plaintiff's Evidence:

15 16. Armstrong Depo., Vol IV,
16 448:9-449:4, Exhibit 1K.

17
18 17. In July, 1991, the Church
19 and related Church entities
20 filed a complaint against
21 their former attorney Joseph
22 A. Yanny.

23 Plaintiff's Evidence:

24 17. Request for Judicial
25 Notice, Exhibit G, Complaint,
26 Exhibit 1G, Religion
27 Technology Center et al. v.
28 Joseph A. Yanny, et al., Los
 Angeles Superior Court, Case

16. Undisputed.

17. Undisputed.

No. BC 033035 ("RTC v.
Yanny").

18. On July 16, 1991, at the
offices of Joseph Yanny,
Armstrong voluntarily prepared
and executed a declaration
which Armstrong then left with
Yanny, with the expectation
that Yanny would use it and
file it in court in RTC v.
Yanny.

Plaintiff's Evidence:

18. Armstrong Depo., Vol III,
311:3-312:20, Exhibit 1L;
Declaration of Gerald
Armstrong, July 16, 1991,
Exhibit 1M.

19. In this declaration
Armstrong discussed the
contents of his settlement
agreements between CSI and
other litigants represented by
Michael Flynn, and alleged
circumstances of the
settlements. Armstrong
attached a copy of his
settlement agreement to this

18. Disputed.

The RTC v. Yanny case was not
filed until July 18, 1991.

Defendant's Evidence

Plaintiff's Request for
Judicial Notice, Exhibit G,
Yanny complaint.

19. Undisputed.

1 declaration.

2 Plaintiff's Evidence:

3 19. Declaration of Gerald
4 Armstrong, July 16, 1991,
5 Exhibit 1M.

6
7 20. On July 19, 1991,
8 Armstrong voluntarily signed a
9 handwritten declaration and
10 provided it to Joseph Yanny.
11 In the declaration, which
12 Yanny filed, Armstrong
13 admitted that Yanny called him
14 on July 19, 1991, and asked
15 for Armstrong's help in
16 Yanny's representation of the
17 Aznarans against CSI.
18 Armstrong stated that he
19 agreed to help Yanny with the
20 Aznarans' case and that he
21 would travel to Los Angeles
22 and did stay with Yanny on
23 July 15 and 16, 1991.

24 Plaintiff's Evidence:

25 20. Declaration of Gerald
26 Armstrong, July 19, 1991, ¶¶
27 2,3 and 9 Exhibit 1N.

28

21. Malcolm Nothling is an

20. Undisputed.

21. Undisputed.

1 anti-Scientology litigant who
2 is suing Church of Scientology
3 entities in South Africa.

4 Plaintiff's Evidence:

5 21. Letter from Gerald
6 Armstrong to Eric Lieberman
7 dated June 21, 1991, Ex. 10.

8
9 22. In June, 1991, Armstrong
10 agreed to travel to South
11 Africa to testify on behalf of
12 Mr. Nothling. In August,
13 1991, he flew to South Africa
14 at Mr. Nothling's expense and,
15 with Mr. Nothling and his
16 attorneys, prepared to testify
17 at Mr. Nothling's trial.

18 Armstrong did not receive a
19 subpoena compelling his
20 testimony prior to flying to
21 South Africa.

22 Plaintiff's Evidence:

23 22. Letter from Gerald
24 Armstrong to Eric Lieberman
25 dated June 21, 1991, Ex. 10;
26 Armstrong Depo., Vol. VII, pp.
27 901:15 - 903:20, Ex. 1P.

28
23. In December, 1992,

22. Undisputed.

23. Disputed.

1 Armstrong sent a letter to
2 CSI's counsel in which he made
3 settlement demands on behalf
4 of Mr. Nothling.

5 Plaintiff's Evidence:

6 23. Letter from Gerald
7 Armstrong dated December 22,
8 1992, Ex. 1Q; Armstrong Depo.,
9 Vol. VII, 908:8 - 914:5, Ex.
10 1P.

Armstrong's letter of December
22, 1992 is not a demand, but
an effort to resolve his own
litigation and the threat of
fair game, and to bring peace
to Scientology as well as
himself and Scientology's fair
game targets. LA Superior
Court Judge Diane Wayne ruled
in discharging Scientology's
contempts against Armstrong
that his letter "when read in
its totality"... "does not
amount to activity which
"assists" in litigation on
behalf of Roberts." The same
is true of Malcolm Nothling.

18 Defendant's Evidence

19 Plaintiff's Evidence, Exhibit
20 1Q, Armstrong letter; Exhibit
21 7-L, Ruling on Matter Taken
22 Under Submission July 28,
23 1994, p. 2, ¶3.

24
25 24. In August, 1994,
26 Armstrong again made plans to
27 voluntarily travel to South
28 Africa and testify against the
South African Church on behalf

24. Disputed.
Armstrong stated that he would
only testify pursuant to
subpoena.

Defendant's Evidence

1 of Mr. Nothling.

Plaintiff's Evidence, Ex. 1P.

2 Plaintiff's Evidence:

3 24. Armstrong Depo., Vol.
4 VII, 914:6 - 917:18, Ex. 1P.

5
6 25. In early 1992, CSI was
7 involved in litigation in
8 several European countries
9 with Readers' Digest.

25. Undisputed.

10 Plaintiff's Evidence:

11 25. Armstrong Depo., Vol.
12 II, pp. 282-285, Ex. 1R.

13
14 26. In February, 1992,
15 Armstrong voluntarily gave
16 attorneys for Readers' Digest
17 an affidavit in which he
18 discussed at length his
19 purported knowledge of and
20 experiences in Scientology.
21 In the affidavit, Armstrong
22 stated, "In delivering this
23 testimony I know that it is
24 destined to be produced in
25 Court."

26. Undisputed.

26 Plaintiff's Evidence:

27 26. Armstrong Affidavit of
28 February 19, 1992, Ex. 1S,
¶14.

1 27. Richard Behar is the
2 author of a cover story
3 printed in the May 1991 issue
4 of Time magazine regarding the
5 Church of Scientology. CSI
6 filed a complaint for
7 defamation against Time and
8 Behar on April 27, 1992, as a
9 result of false statements
10 contained in Behar's article.
11 Armstrong contacted Behar by
12 phone and spoke to him as he
13 was aware that CSI was in
14 litigation with Time.

15 Plaintiff's Evidence:

16 27. Armstrong Depo, Vol III,
17 387:1-14; Request for
18 Judicial Notice, Exhibit F,
19 Complaint in the United States
20 District Court of the Southern
21 District of New York, Case No.
22 92 Civ 3024, Church of
23 Scientology International v.
24 Time Warner Inc., Time
25 Magazine Co. and Richard
26 Behar.

27
28 28. In 1992, Armstrong
voluntarily sent Richard Behar

27. Undisputed.

28. Undisputed.

1 a copy of the affidavit which
2 he had executed for the
3 Readers' Digest litigation.

4 Plaintiff's Evidence:

5 28. Armstrong Depo, Vol IV,
6 pp. 420:18 - 421:9, Ex. 1U.

7
8 29. The World Institute of
9 Scientology Enterprises
10 ("WISE") was a named defendant
11 in Hunziker v. Applied
12 Materials et a., Santa Clara
13 Superior Court, Case No.
14 692629 ("Hunziker"). WISE is
15 a Church of Scientology
16 affiliated entity and thus a
17 "Releasee" under the
18 Agreement.

29. Undisputed.

19 Plaintiff's Evidence:

20 29. Complaint, ¶ 47; Answer,
21 ¶ 47-48; Mutual Release of All
22 Claims and Settlement
23 Agreement ¶ 1, Exhibit 1A.

24
25 30. In 1992, Armstrong was
26 retained by Hunziker's lawyers
27 as an "expert" consultant on
28 the subject of Scientology.

30. Undisputed.

Plaintiff's Evidence:

1 30. Armstrong letter to
2 Rummonds, Exhibit 1V.

3
4 31. On February 21, 1992,
5 Armstrong voluntarily met with
6 attorney James Rummonds,
7 counsel for plaintiffs in
8 Hunziker. In this meeting
9 Armstrong discussed his
10 "history in the organization,
11 the settlement agreement, the
12 effect of the settlement
13 agreement..." and his
14 knowledge of and experience
15 with the Church of
16 Scientology.

17 Plaintiff's Evidence:

18 31. Complaint, ¶ 48; Answer,
19 ¶ 48; Armstrong Depo, Vol III,
20 392:17-394:21, 398:5-18,
21 Exhibit 1W; Armstrong Depo,
22 Vol I, Hunziker v. Applied
23 Materials, 87:13-88:2, 93:7-
24 14, Exhibit 1X.

25
26 32. Armstrong met with John
27 C. Elstead, attorney for
28 plaintiff in Hunziker on
February 23, 1992. On that

31. Undisputed.

32. Undisputed.

1 date, Armstrong discussed with
2 Elstead his knowledge of and
3 experience with the Church of
4 Scientology.

5 Plaintiff's Evidence:

6 32. Complaint, ¶ 48; Answer,
7 ¶ 48; Armstrong Depo, Vol I,
8 Hunziker v. Applied Materials,
9 144:15-147:8, Exhibit 1X.

10
11 33. On March 8, 1992,
12 Armstrong met again with
13 attorney John Elstead and
14 provided him approximately 500
15 pages of documents relating to
16 the Scientology religion and
17 the Church of Scientology.

33. Undisputed.

18 Plaintiff's Evidence:

19 33. Complaint, ¶ 51; Answer,
20 ¶ 51; Armstrong Depo, Vol III,
21 402:5-405:13, Exhibit 1W.

22
23 34. On May 27, 1992,
24 Armstrong met with attorneys
25 Jerold Fagelbaum and Gary
26 Bright, attorneys for David
27 Mayo and the Church of the New
28 Civilization in the
consolidated cases of

34. Undisputed.

1 Religious Technology Center et
2 al. v. Robin Scott et al.
3 United States District Court
4 for the Central District of
5 California, Case No. CV 85-711
6 JMI(Bx), and Religious
7 Technology Center et al. v.
8 Larry Wollersheim et al.,
9 United States District Court
10 for the Central District of
11 California, Case No. CV 85-
12 7197 JMI(Bx). At the time,
13 Fagelbaum and Bright were
14 litigating a cross-claim in
15 that case against inter alia,
16 CSI.

17 Plaintiff's Evidence:

18 34. Armstrong Depo, Vol II,
19 214:20-216:24, Exhibit 1Y.

20
21 35. At his meeting with
22 Fagelbaum and Bright,
23 Armstrong voluntarily executed
24 a declaration purporting to
25 authenticate an affidavit
26 describing Armstrong's alleged
27 experiences with the Church.

28 Plaintiff's Evidence:

35. Answer, ¶¶ 68 and 69;

35. Undisputed.

Armstrong Depo, Vol II,
219:17-226:25, Exhibit 1Y;
Declaration of Gerald
Armstrong, May 27, 1992,
Exhibit 1Z.

36. Tilly Good, Denise
Cantine and Ed Roberts are
former Scientology
parishioners, each of whom
have pressed claims against
one or more Churches of
Scientology.

Plaintiff's Evidence:

36. Tilly Good Demand Letter,
Exhibit 1AA; Denise Cantine
Demand Letter, Exhibit 1BB; Ed
Roberts Demand Letter, Exhibit
1CC.

37. While working in Ford
Greene's office, Armstrong
voluntarily provided aid and
assistance to Tilly Good,
Denise Cantine and Ed Roberts
concerning their claims
against Churches of
Scientology.

Plaintiff's Evidence:

36. Undisputed.

37. Disputed.
Armstrong is permitted by the
May 28, 1992 partial
injunction to render clerical
and paralegal services. There
is no evidence that he has
done anything other than that
regarding the Good, Cantin &
Roberts matters. Judge Wayne

1 Armstrong Depo, Vol IV, 451-
2 458, Exhibit 1DD; Armstrong
3 letter of Dec. 22, 1992,
4 Exhibit 1Q, pp. 6-7.

ruled in discharging
Scientology's contempts
against Armstrong that
regarding the Aznaran
litigation, where Scientology
also claimed Armstrong
assisted the plaintiffs:

8 "no where is it
9 suggested that any
10 of those
11 conversations were
12 for the purpose of
13 "assisting" in their
14 claims. And, it
15 appears that any
16 such conversation
17 could have been
18 associated with his
19 ministerial duties
20 as a paralegal in
21 the office of his
22 employer. It should
23 be noted that the
24 Order specifically
25 permits Respondent
26 to engage in such
27 employment and does
28 not "wall" him off
from all such
litigation."

Armstrong's letter of December
22, 1992 is not a demand, but
an effort to resolve his own
litigation and the threat of
fair game, and to bring peace
to Scientology as well as
himself and Scientology's fair
game targets.

Defendant's Evidence

Exhibit 7-L, p. 1, section no.

1; Plaintiff's Evidence,
Exhibit 1DD; Plaintiff's
Evidence, Exhibit 1Q,
Armstrong letter.

38. The Cult Awareness
Network ("CAN") and its
Executive Director, Cynthia
Kisser, have brought three law
suits against CSI and various
Scientology related entities
and individuals.

Plaintiff's Evidence:

38. Request for Judicial
Notice, Exhibit I, Complaint
in Cult Awareness Network v.
Church of Scientology
International, et al., Circuit
Court of Cook Co., Illinois,
No. 94L804; Ex. J, Cynthia
Kisser v. Chicago Crusader et
al., Circuit Court of Cook
County, Illinois, No.
92L08593; Ex. K, Cynthia
Kisser v. Coalition for
Religious Freedom, et al.,
United States District Court
for the North District of
Illinois, Eastern Division,

38. Undisputed.

No. 92C4508.

39. Armstrong has voluntarily provided aid and assistance to CAN and its attorneys, Hagenbaugh and Murphy, in their litigation against CSI and other Releasees.

Plaintiff's Evidence:

39. Letter from Gerald Armstrong to Daniel Leipold, January 11, 1993, Exhibit 1EE; Armstrong Depo., Vol. VIII, pp. 1036-1038, Exhibit 1FF.

40. Lawrence Wollersheim has been a litigant actively pursuing a claim against the Church of Scientology of California ("CSC") since 1980.

Plaintiff's Evidence:

40. Request for Judicial Notice, Exhibit L, Complaint, Wollersheim v. Church of Scientology of California,

39. Disputed.

The letter Armstrong wrote to Leipold concerns Armstrong's request for assistance from CAN in the instant litigation where Scientology was seeking to have Armstrong jailed for contempt of court. Armstrong's deposition testimony concerns only the suggestion that CAN invite two people to its annual convention.

Defendant's Evidence

Plaintiff's Evidence, Exhibits 1EE and 1FF.

40. Undisputed.

1 LASC No. C332327.

2

3 41. In February, 1993, CSC
4 brought an action for
5 equitable relief from judgment
6 due to judicial bias which
7 named Wollersheim as a
8 defendant.

41. Undisputed.

9 Plaintiff's Evidence:

10 41. Request for Judicial
11 Notice, Exhibit M, Complaint,
12 Church of Scientology of
13 California v. Wollersheim,
14 LASC No. BC074815.

15

16 42. In 1993, Armstrong
17 voluntarily provided aid and
18 assistance to Wollersheim and
19 his attorneys, Daniel Leipold,
20 Hagenbaugh & Murphy and Mark
21 Goldowitz.

42. Undisputed.

22 Plaintiff's Evidence:

23 42. Armstrong letters to
24 Goldowitz, June - September,
25 1993, Exhibit 1GG; Armstrong
26 Depo., Vol. VI, pp. 740-746,
27 749-750, Exhibit 1HH.

28 43. Ron Lawley is an anti-
Scientology litigant adverse

43. Undisputed.

1 to Scientology-affiliated
2 entities in the case of 1984
3 S.No.1675 Scientology AOSHEU &
4 Af -v- Scott, et al., and 1986
5 C No. Scientology RECI -v-
6 Carter, et al., High Court
7 London, England.

8 Plaintiff's Evidence:

9 43. Request for Judicial
10 Notice, Exhibit N, Writ
11 Summons and Statement of Claim
12 between the Church of
13 Scientology Advanced
14 Organization Saint Hill Europe
15 and Africa and Robin Scott,
16 Ron Lawley, et al. in the High
17 Court of Justice, Queen's
18 Bench Division, London,
19 England, dated March 22, 1984;
20 Armstrong Depo., Vol. VII, pp.
21 857-861, Exhibit 1II.

22
23 44. In or about January and
24 February, 1994, Armstrong
25 voluntarily agreed to testify
26 against Scientology at
27 Lawley's upcoming trial, and
28 furnished an affidavit
concerning his alleged

44. Undisputed.

1 Scientology knowledge and
2 experiences to Lawley and
3 Lawley's counsel.

4 Plaintiff's Evidence:

5 44. Armstrong Depo., Vol.
6 VII, pp. 857-861, Exhibit 1III;
7 Affidavit of Gerald Armstrong,
8 February 7, 1994, Ex. 1JJ.

9
10 45. Steven Fishman and Uwe
11 Geertz are defendants in an
12 action brought by the Church
13 of Scientology International
14 for defamation.

45. Undisputed.

15 Plaintiff's Evidence:

16 45. Request for Judicial
17 Notice, Exhibit N, Complaint,
18 Church of Scientology
19 International v. Steven
20 Fishman, etc al., United
21 States District Court for the
22 Central District of
23 California, Case No. 91-6426
24 HLH (Tx).

25
26 46. Armstrong agreed to be a
27 trial witness for Fishman and
28 Geertz and, in 1994, provided
assistance and declarations

46. Undisputed.

1 about his claimed Scientology
2 knowledge and experiences to
3 Geertz's counsel.

4 Plaintiff's Evidence:

5 46. Armstrong Depo., Vol. VI,
6 pp. 782-789, Vol. VIII, pp.
7 1046, 1058, Exhibit 1KK;
8 Declaration of Gerald
9 Armstrong and dated February
10 22, 1994, Exhibit 1LL;
11 Declaration of Gerald
12 Armstrong and dated April 21,
13 1994, Exhibit 1MM; Armstrong
14 letter to Graham Berry, dated
15 January 27, 1994, Exhibit 1NN.

16
17 C. Armstrong Breached The Agreement By Discussing His Claimed
18 Experiences In And Knowledge Of Scientology With Media
19 Representatives In Violation Of Paragraph 7(D) Of The
20 Agreement.

21
22 47. On March 20, 1992, 47. Undisputed.
23 Armstrong and his counsel,
24 Ford Greene, provided a
25 videotaped interview to
26 reporter Don Knapp of CNN.

27 Plaintiff's Evidence:

28 47. Complaint, ¶ 44; Answer,
¶ 44; Exhibit 100, Armstrong

1 Depo, Vol. III, 341:24 -
2 344:14, 345:10-16.

3
4 48. In the CNN interview,
5 Armstrong discussed his
6 knowledge of the Church of
7 Scientology and L. Ron Hubbard
8 which he had gained through
9 his experiences with the
10 Church of Scientology.

11 Plaintiff's Evidence:

12 48. Complaint, ¶ 44; Answer,
13 ¶ 44; Exhibit 1PP, Transcript
14 of CNN Broadcast; Exhibit 100,
15 Deposition of Gerald
16 Armstrong, Vol III, 343:19-
17 344:4; Request for Judicial
18 Notice, Exhibit E, Order
19 Granting Summary Adjudication.

20
21 49. Armstrong and his
22 counsel, Ford Greene, were
23 interviewed by reporter
24 William Horne of The American
25 Lawyer magazine. Armstrong
26 made statements concerning his
27 knowledge of and experiences
28 with the Church of Scientology
during that interview.

48. Undisputed.

49. Undisputed.

1 Plaintiff's Evidence:

2 49. Exhibit 1QQ, Armstrong
3 Depo, Vol III, 341:24-342:14,
4 348-353; Request for Judicial
5 Notice, Exhibit E, Order
6 Granting Summary Adjudication.

7
8 50. In 1992, Armstrong
9 discussed his anti-Scientology
10 litigation with reporters
11 Robert Welkos and Joel Sappell
12 of the Los Angeles Times.

13 Plaintiff's Evidence:

14 50. Armstrong Depo, Vol III,
15 378-380, Exhibit 1RR.

16
17 51. In June, 1993, Armstrong
18 discussed Scientology and his
19 knowledge of the Wollersheim
20 case with Joel Sappell.

21 Plaintiff's Evidence:

22 51. Armstrong letter to Mark
23 Goldowitz, June 30, 1993,
24 Exhibit 1SS.

25
26 52. On November 6, 1992,
27 Armstrong gave a videotaped
28 interview to Sylvia "Spanky"
Taylor and Jerry Whitfield, in

50. Undisputed.

51. Undisputed.

52. Undisputed.

1 which he discussed his alleged
2 Scientology knowledge and
3 experiences at length.

4 Plaintiff's Evidence:

5 52. Videotape, Exhibit 1TT;
6 Transcript of Video, Exhibit
7 1UU.

8
9 53. On April 28, 1993,
10 Armstrong attempted to appear
11 on KFAX radio, in the San
12 Francisco area, to discuss his
13 claimed Scientology knowledge
14 and experiences. His
15 appearance was prevented only
16 by the rapid action of CSI's
17 counsel.

18 Plaintiff's Evidence:

19 53. Bartilson letter to
20 Armstrong, April 28, 1993, Ex.
21 1VV; Armstrong letter to
22 Bartilson, May 3, 1993, Ex.
23 1WW.

24
25 54. In June, 1993, Armstrong
26 have an interview to Newsweek
27 reporter Charles Fleming,
28 concerning his claimed
Scientology experiences.

53. Undisputed.

54. Undisputed.

Plaintiff's Evidence:

54. "Scientology in the
Schools," Newsweek, June 14,
1993, p. 76, Exhibit 1XX;
Armstrong Depo., Vol. VI, pp.
736-737, Exhibit 1YY.

55. On June 29, 1993,
Armstrong contacted reporter
Charles Fleming of Newsweek
and discussed his claimed
knowledge of the Wollersheim
case and Scientology.

55. Undisputed.

Plaintiff's Evidence:

55. Armstrong letter to
Goldowitz, June 30, 1993,
Exhibit 1SS.

56. On August 28, 1993,
Armstrong wrote to Charles
Fleming discussing his
litigation with CSI.

56. Undisputed.

Plaintiff's Evidence:

56. Armstrong letter to
Fleming, August 28, 1993,
Exhibit 1ZZ.

57. On June 29, 1993,
Armstrong spoke with reporter

57. Undisputed.

1 Mike Tipping from the Daily
2 Journal concerning his
3 knowledge Wollersheim's anti-
4 Scientology litigation.

5 Plaintiff's Evidence:

6 57. Armstrong letter to
7 Goldowitz, June 30, 1993,
8 Exhibit 1SS.

9
10 58. In 1993, Armstrong
11 discussed his litigation with
12 CSI and Time reporter Richard
13 Behar.

58. Undisputed.

14 Plaintiff's Evidence:

15 58. Armstrong Depo, Vol. VI,
16 pp. 729-730, Exhibit 1AAA.

17
18 59. On June 29, 1993,
19 Armstrong discussed
20 Wollersheim's anti-Scientology
21 litigation with Time reporter
22 Richard Behar.

59. Undisputed.

23 Plaintiff's Evidence:

24 59. Armstrong letter to
25 Goldowitz, June 30, 1993,
26 Exhibit 1SS.

27
28 60. In August, 1993,
Armstrong discussed his

60. Undisputed.

1 claimed Scientology knowledge
2 and experience with Jennifer
3 Cohen, a reporter for the San
4 Francisco Recorder. He also
5 sent her many documents,
6 including documents relating
7 to the pre-settlement
8 litigation.

9 Plaintiff's Evidence:

10 60. Armstrong Depo, Vol. VII,
11 pp. 854-855, Exhibit 1BBB;
12 Armstrong letter to Cohen,
13 Exhibit 1CCC.

14
15 61. In August, 1993,
16 Armstrong was interviewed by
17 E! TV reporters concerning his
18 claimed Scientology knowledge
19 and experiences.

61. Undisputed.

20 Plaintiff's Evidence:

21 61. Portions of Transcript of
22 E!TV segment, Exhibit 1DDD.

23
24 62. In the late summer or
25 early fall, 1993, Armstrong
26 discussed his claimed
27 Scientology knowledge and
28 experience on WORD radio in
Pittsburgh, Pennsylvania.

62. Undisputed.

1 Plaintiff's Evidence:

2 62. Armstrong Depo, Vol. VII,
3 850-855, Exhibit 1EEE.

4
5 63. In October, 1993,
6 Armstrong discussed his
7 claimed Scientology knowledge
8 and experiences with a
9 reporter for the St.
10 Petersburg Times, Wayne
11 Garcia.

12 Plaintiff's Evidence:

13 63. Armstrong Depo, Vol. VI,
14 720-723, Exhibit 1FFF.

15
16
17 64. In October, 1993,
18 Armstrong wrote a lengthy
19 letter to the editor of
20 Premiere Magazine in which he
21 discussed his claimed
22 Scientology experiences.

23 Plaintiff's Evidence:

24 64. Armstrong letter to
25 Premiere Magazine Exhibit
26 1GGG.

27
28 65. In May, 1994, Armstrong
 sent a letter to the Mirror

63. Disputed.

Armstrong testified that
Garcia wanted a comment on
Armstrong's present thoughts
regarding a 1993 ruling by the
IRS. Armstrong did not
discuss his knowledge or
experiences.

Defendant's Evidence

Plaintiff's Evidence, Exhibit
1FFF.

64. Undisputed.

65. Undisputed.

1 Group newspapers, United
2 Kingdom, in which he discussed
3 his claimed Scientology
4 experiences and offered to
5 testify voluntarily on behalf
6 of Mirror Group, should it
7 become involved in litigation
8 with CSI.

9 Plaintiff's Evidence:

10 65. Armstrong letter to
11 Mirror Group Newspaper,
12 Exhibit 1HHH.

13
14 66. In June, 1994, Armstrong
15 discussed his claimed
16 Scientology knowledge and
17 experiences with Rick Cusick,
18 a reporter for Gauntlet
19 Magazine.

66. Undisputed.

20 Plaintiff's Evidence:

21 66. Armstrong Depo, Vol. VI,
22 693-694, Exhibit 1III,
23 Armstrong letter to Cusick,
24 Exhibit 1JJJ.

25
26 67. In June, 1994, Armstrong
27 discussed his claimed
28 Scientology knowledge and
experiences with Rick Sine, a

67. Undisputed.

1 reporter for the Pacific Sun.
2 In July, 1994 he wrote a
3 letter to the Editor of the
4 Pacific Sun.

5 Plaintiff's Evidence:

6 67. Armstrong Depo, Vol. VI,
7 653-655, 661-662, 664-667,
8 Exhibit 1KKK; Article "Gagged
9 Again," Exhibit 1LLL; Article
10 "Alleged Gagged." Exhibit
11 1MMM.
12

13 68. In August, 1994,
14 Armstrong discussed his
15 claimed Scientology knowledge
16 and experiences with Marsha
17 Nix, a representative of the
18 Disney Channel.

19 Plaintiff's Evidence:

20 68. Armstrong Depo, Vol. VII,
21 848-849, Exhibit 1NNN.
22

23 69. In August, 1994,
24 Armstrong sent documents
25 concerning L. Ron Hubbard to
26 Tom Voltz, a Swiss writer who
27 claimed to be writing an anti-
28 Scientology book.

Plaintiff's Evidence:

68. Undisputed.

69. Undisputed.

69. Armstrong Depo, Vol.
VIII, 992-995, Exhibit 1000.

D. Armstrong Breached The Agreement By Preparing And
Distributing His Own Manuscripts Concerning His Claimed
Scientology Experiences In Violation Of Paragraph 7(D) Of The
Agreement.

70. Armstrong has written and 70. Undisputed.
distributed a treatment for a
screenplay about his claimed
Scientology experiences which
he hopes to make into a film.

Plaintiff's Evidence:

70. Portions of Transcript of
E!TV segment, Exhibit 1DDD;
Armstrong letter to
Wollersheim, Exhibit 1PPP;
Armstrong Depo, Vol. VII, 875-
876, Exhibit 1QQQ.

71. Armstrong has written, 71. Undisputed.
copyrighted and distributed
two manuscripts concerning his
claimed Scientology knowledge
and experiences.

Plaintiff's Evidence:

71. "I Declare," Exhibit
1RRR; "Find Better Basket,"

1 Exhibit 1SSS; Armstrong Depo,
2 Vol. VI, pp. 654-655, 710;
3 Vol. VII, pp. 798-801, Exhibit
4 1TTT.

5
6 E. Armstrong Breached The Agreement By Discussing His Claimed
7 Scientology Knowledge And Experiences With Third Parties In
8 Violation Of Paragraph 7(D) Of The Agreement.

9
10 72. In July - September, 72. Undisputed.
11 1992, Armstrong spoke with
12 Robert Lobsinger, a Kentucky
13 newspaper publisher concerning
14 his claimed Scientology
15 knowledge and experiences.
16 Armstrong also wrote to
17 Lobsinger and sent him
18 documents about Armstrong's
19 claimed Scientology
20 experiences.

21 Plaintiff's Evidence:

22 72. Armstrong Depo., Vol.
23 III, 383-385; Vol. IV, 4521-
24 422, Exhibit 1UUU; Armstrong
25 Letter to Lobsinger, Exhibit
26 1VVV.

27
28 73. In August, 1992, 73. Undisputed.
Armstrong sent documents

1 concerning his claimed
2 knowledge and experiences of
3 Scientology to the New York
4 Times.

5 Plaintiff's Evidence:

6 73. Armstrong Depo., Vol.
7 IV, 4521-422, Exhibit 1UUU.

8
9 74. In December, 1992,
10 Armstrong wrote a letter
11 discussing his claimed
12 Scientology knowledge and
13 experiences which he copied to
14 Toby Plevin, Stuart Cutler,
15 Anthony Laing, Kent Burtner,
16 and Margaret Singer.

17 Plaintiff's Evidence:

18 74. Armstrong Letter, Exhibit
19 Q.

20
21 75. In January, 1992,
22 Armstrong discussed his
23 claimed Scientology knowledge
24 and experiences with CANLA
25 Director, Priscilla Coates.

26 Plaintiff's Evidence:

27 75. Armstrong Depo., Vol.
28 II, Hunziker v. Applied
Materials, 265, 266, Exhibit

74. Undisputed.

75. Disputed.

Armstrong testified that he
asked Priscilla Coates for a
phone number.

Defendant's Evidence

Plaintiff's Evidence, Exhibit
1WWW.

1 1WWW.

2 76. From March, 1993 to
3 August, 1994, Armstrong
4 discussed his claimed
5 Scientology knowledge and
6 experiences with Omar
7 Garrison, and sent him
8 documents about his claimed
9 Scientology experiences.

10 Plaintiff's Evidence:

11 76. Armstrong Depo., Vol.
12 VI, 705-710, Exhibit 1XXX.

13

14 77. In fall, 1993, Armstrong
15 discussed his claimed
16 Scientology knowledge and
17 experiences with anti-
18 Scientologists Vaughn and
19 Stacy Young.

20 Plaintiff's Evidence:

21 77. Armstrong Depo., Vol.
22 VI, 764-765, 767-770, 777-780,
23 Exhibit 1YYY.

24

25

26

27

28

76. Undisputed.

77. Disputed.

Vaughn and Stacy Young are not anti-Scientologists. They are pro-Scientologist. They are opposed to the leaders of Scientology ordering fair game attacks on them, and on anyone. They are opposed to Scientology's leaders deceiving Scientologists and subjecting them to coercive and abusive practices to their detriment. Calling the Youngs anti-Scientologists is Scientology's leaders' "black propaganda."

Defendant's Evidence

GA dec., p. 22, ¶ 41.

78. In fall, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with a Stanford University psychology class.

78. Undisputed.

Plaintiff's Evidence:

78. Armstrong Depo., Vol. VII, 869-870, 872, Exhibit 1ZZZ.

79. In November, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with attendees of a CAN convention.

79. Undisputed.

Plaintiff's Evidence:

79. Armstrong Depo., Vol. V, 591-592, Exhibit 1AAAA.

80. In spring, 1994, Armstrong discussed his claimed Scientology knowledge and experiences with anti-Scientologist Hana Whitfield.

80. Disputed.

Armstrong testified that his conversation with Ms. Whitfield concerned dismissal of the Fishman case, which dismissal occurred in 1994. Moreover, Ms. Whitfield is not

Plaintiff's Evidence:

80. Armstrong Depo., Vol. VI,

1 782-785, Exhibit 1BBBB.

an anti-Scientologist, but
pro-Scientologist. She is
opposed to the leaders of
Scientology ordering fair game
attacks on people, including
herself. She is opposed to
Scientology's leaders
deceiving Scientologists and
subjecting them to coercive
and abusive practices to their
detriment. Calling Ms.
Whitfield and "anti-
Scientologist" is
Scientology's leaders' "black
propaganda."

16 Defendant's Evidence

Plaintiff's Evidence, Exhibit
1BBBB; GA dec., p. 22, ¶ 41;
Third Party Decs., Exhibit 1,
Declaration of Hana Whitfield,
in toto.

23 E. Armstrong Breached The Agreement By Establishing And
24 Maintaining An Anti-Scientology Electronic Library Via His
25 Colorado Corporation, FACTNet, In Violation Of Paragraphs
26 7(D), 7(G), 7(H), 10 And 18(D) Of The Agreement.

28 81. In June, 1993 Armstrong
and anti-Scientologist

81. Disputed.
Lawrence Wollersheim is not an

1 Lawrence Wollersheim organized
2 "Fight Against Coercive
3 Tactics, Inc." or "Fight
4 Against Coercive Tactics,
5 Network, Inc." a Colorado
6 Corporation (hereinafter,
7 "FACTNet"). Armstrong has
8 testified that he was an
9 incorporator of FACTNet and
10 its first president.

11 Plaintiff's Evidence:

12 81. Armstrong Depo., Vol.
13 VII, 843, 919-920, Exhibit
14 1CCCC.

25 82. According to Armstrong
26 FACTNet was organized "to
27 create an electronic means of
28 assisting the battle against
harmful mind control in its

anti-Scientologist, but pro-
Scientologist. He is opposed
to the leaders of Scientology
ordering fair game attacks on
people, including himself. He
is opposed to Scientology's
leaders deceiving
Scientologists and subjecting
them to coercive and abusive
practices to their detriment.
Calling Mr. Wollersheim an
"anti-Scientologist" is
Scientology's leaders' "black
propaganda."

Defendant's Evidence

GA dec., p. 22, ¶ 41;
Declaration of Lawrence
Wollersheim in Opposition to
Summary Adjudication Motions,
executed April 7, 1995, and
filed herein April 10, 1995
(hereinafter "Wollersheim
Dec.")

82. Undisputed.

1 various forms and through its
2 various arms, one of which --
3 and undeniably a major area in
4 my life -- was Scientology."

5 Plaintiff's Evidence:

6 82. Armstrong Depo., Vol.
7 VII, 922, Exhibit 1CCCC.

8

9 83. Armstrong has described
10 FACTNet as "the electronic
11 backup" to anti-Scientology
12 litigation, and has admitted
13 that the purposes of
14 assembling the FACTNet
15 database included "providing
16 access to materials for
17 persons who were engaged in
18 litigation with various Church
19 of Scientology entities," and
20 "making information available
21 to persons contemplating
22 pressing claims against
23 various Church of Scientology
24 entities."

25 Plaintiff's Evidence:

26 83. Armstrong Depo., Vol.
27 VII, 922-923, Vol. VIII, 961,
28 972-973, Exhibit 1CCCC.

83. Undisputed.

1 84. Armstrong supplied anti-
2 Scientology materials to
3 FACTNet's database before
4 FACTNet was incorporated,
5 while he was its president,
6 and after he ceased to be an
7 officer of FACTNet. The
8 materials included
9 declarations, personal
10 writings, exhibits and other
11 documents which Armstrong
12 "possessed and assembled."
13 Armstrong supplied two to
14 three inches of anti-
15 Scientology documents to
16 FACTNet.

17 Plaintiff's Evidence:

18 84. Armstrong Depo., Vol.
19 VII, 926-930, Vol. VIII, 954-
20 961, Exhibit 1CCCC.

21
22
23
24 85. In addition to supplying
25 documents to FACTNet,
26 Armstrong's role is one of
27 "strategy, planning and
28 consultation."

Plaintiff's Evidence:

84. Disputed.
Armstrong provided FACTNet no
materials before it was
incorporated. He provided
materials to FACTNet after its
incorporation which concerned
certain of Scientology's
illegal or antisocial
practices, but no anti-
Scientology materials. He
provided materials relating to
the framing of his attorney
Michael Flynn, by a private
investigator Eugene Ingram.
Ingram is not a named
beneficiary in the 1986
settlement.

Defendant's Evidence

GA dec., pp. 22-24, ¶42;
Wollersheim Dec., p. 2-7, ¶¶
6-13; Plaintiff's Evidence,
Exhibit 1CCCC.

85. Disputed.
Armstrong's role in the area
of "strategy, planning and
consultation," was negligible.
He resigned as a director in
January, 1994, and has had no

1 85. Armstrong letter to
2 Wollersheim, Exhibit 1PPP.

official role in FACTNet and
no involvement in its
operations ever since, other
than as a FACTNet library card
holder. FACTNet is an
organization which champions
the rights of cult abuse
victims as a library and
historical preservation
archive. It collects,
preserves and makes available
information on groups using
dangerous mind control
practices.

15 Defendant's Evidence

16 GA dec., pp. 22-24, ¶42;
17 Exhibit 8-H, letter from
18 Armstrong to Wollersheim;
19 Wollersheim Dec., pp. 2-7, ¶¶
20 6-13; Wollersheim Dec.,
21 Exhibit A, "FACTNet, Inc."
22 publication regarding its
23 mission, history and needs;"
24 Wollersheim Dec., Exhibit B,
25 FACTNet research publication
26 "Scientology's Policies Toward
27 Its Adversaries."
28

G. Armstrong Intends To Continue Breaching The Agreement.

1 86. On May 28, 1992, the
2 Court in this action granted
3 CSI's application for
4 preliminary injunction,
5 prohibiting Armstrong, "his
6 agents, and persons acting in
7 concert or conspiracy with
8 him...from doing directly or
9 indirectly any of the
10 following:

11 "Voluntarily assisting any
12 person (not a governmental
13 organ or entity) intending to
14 make, intending to press,
15 intending to arbitrate, or
16 intending to litigate a claim
17 against the persons referred
18 to in sec. 1 of the 'Mutual
19 Release of All Claims and
20 Settlement Agreement' of
21 December, 1986, regarding such
22 claim or regarding pressing,
23 arbitrating or litigating it.

24 "Voluntarily assisting
25 any person (not a governmental
26 organ or entity) arbitrating
27 or litigating a claim against
28 persons referred to in sec. 1
of the 'Mutual Release of All

86. Disputed.
Scientology brought a motion
for a preliminary injunction
prohibiting Armstrong from
violating any of the
conditions of the "settlement
agreement." Judge Sohigian
denied Scientology's motion as
to all conditions of the
agreement except for the
narrow condition plaintiff
states.

Defendant's Evidence

Plaintiff's Request for
Judicial Notice, Exhibit P, p.
2, No. 6, first sentence,
fifth paragraph, p. 3, first
sentence.

1 Claims and Settlement
2 Agreement' of December, 1986."

3 Plaintiff's Evidence:

4 Request for Judicial Notice,
5 Exhibit P, Minute Order of May
6 28, 1992, issued by Hon.
7 Ronald M. Sohigian.

8

9 87. On June 24, 1992, 87. Undisputed.
10 Armstrong testified regarding
11 the Agreement, "A. When, I
12 mean, I have, I have
13 absolutely no intention of
14 honoring that settlement
15 agreement. I cannot. I
16 cannot logically. I cannot
17 ethically. I cannot morally.
18 I cannot psychically. I
19 cannot philosophically. I
20 cannot spiritually. I cannot
21 in any way. And it is firmly
22 my intention not to honor it.
23 "Q. No matter what a court
24 says?
25 "A. No court could order it.
26 They're going to have to kill
27 me."

28 Plaintiff's Evidence:

87. Armstrong Depo., Vol. I,

1 124:3-11, Exhibit 1DDDD.

2

3 88. On November 6, 1992,

88. Undisputed.

4 Armstrong provided a video-

5 taped interview in which he

6 stated, "...I cannot except

7 pursuant to a subpoena, assist

8 someone intending to file a

9 claim or pressing a claim

10 against the organization. Now

11 that we are appealing even

12 that very narrow ruling,

13 because that's unenforceable

14 because if you construe my ...

15 that this video could possibly

16 indirectly help someone in the

17 future, I can't do this. And

18 not only that but if you

19 consider that my existence

20 indirectly or directly helps

21 someone, then I'll oblige to

22 take my own life. In other

23 words then I must stop

24 breathing. It's unenforceable

25 hence I feel that I am

26 completely at liberty to

27 associate with whomever I

28 want, to talk to whomever I

want, and I act in life that

1 way."

2 Plaintiff's Evidence:

3 88. Videotape of Interview
4 with Gerald Armstrong, Exhibit
5 1TT; Transcript of Interview,
6 page 34, Exhibit 1UU.

7

8 89. On December 22, 1992,

89. Undisputed.

9 Armstrong sent a letter to
10 attorney Laurie Bartilson,
11 counsel for CSI. In this
12 letter Armstrong wrote, "...I
13 consider myself free to do
14 anything anyone can, except
15 testify absent a subpoena.
16 Much of what I am permitted
17 [to] do I am going to do. I
18 am going to write freely,
19 speak freely, publish, talk to
20 the media, associate freely,
21 and continue, until you put
22 your faith in something more
23 religious than what is bad in
24 jurisprudence, to confront the
25 injustice you bring to court.
26 In the next month or so I
27 expect to initiate speaking or
28 media events to help pay the
enormous costs of this

1 litigation. And I expect to
2 promote my legal position
3 within the publishing
4 industry, because my story and
5 my writings on the subject are
6 literarily and commercially
7 worthy."

8 Plaintiff's Evidence:

9 89. Letter of December 22,
10 1992, page 3, Exhibit 1Q.

11

12 90. In this letter, Armstrong 90. Undisputed.

13 wrote, "I will continue to
14 associate with and befriend
15 all those people I consider
16 you attack unjustly and
17 senselessly. I will make my
18 knowledge and support
19 available to the Cult
20 Awareness Network, a group of
21 people of good will you
22 vilify, in all the litigation
23 you have fomented against
24 them. I will make my
25 knowledge and support
26 available to any Scientologist
27 who is afraid to go anywhere
28 else for understanding, and to
the families of Scientologists

1 your organization has
2 estranged. I will even make
3 my knowledge and support
4 available to entities like
5 Time and people like Rich
6 Behar in their defenses from
7 your attacks."

8 Plaintiff's Evidence:

9 90. Letter of December 22,
10 1992, Exhibit 1Q.

11
12 91. In this letter, Armstrong 91. Undisputed.
13 wrote, "There is also, as
14 mentioned above, the fact that
15 in order to defend myself from
16 your attacks and to fund the
17 defense of the litigation you
18 have fomented I must speak and
19 must publish. I'm sure you
20 understand that I remain
21 completely confident that no
22 court, other than the odd one
23 your mercenaries are able to
24 compromise with bucks, babes
25 or bull, will order me to not
26 defend myself."

27 Plaintiff's Evidence:

28 91. Letter of December 22,
1992, page 5, Exhibit 1Q.

1 92. In February, 1993,
2 Armstrong executed a
3 declaration in which he
4 stated, "When I received and
5 read the Sohigian ruling I
6 sought to divine its meaning
7 and apply it sensibly to my
8 life, work and legal
9 situation. If it meant
10 precisely what it said then I
11 would have to stop breathing
12 because by breathing I would
13 be indirectly assisting any
14 person litigating a claim
15 against the organization
16 entities referred in sec. 1 of
17 the settlement agreement.
18 Obviously, therefore, Judge
19 Sohigian did not mean what he
20 stated. If he meant only that
21 I could not, as opposed to
22 passive assistance to
23 litigating claimants such as
24 breathing, living and writing
25 magazine articles for the
26 public generally, physically
27 act to help such a claimant
28 personally, I would have to
ensure every little old lady

92. Undisputed.

1 or little old man I might
2 escort across the road was not
3 such a claimant. I am certain
4 Judge Sohigian did not intend
5 that....I do not believe such
6 non-assistance covenants or
7 orders are legal or do
8 anything but obstruct the
9 administration of justice and
10 attempt to destroy mens'
11 souls."

12 Plaintiff's Evidence:

13 92. Armstrong declaration of
14 February 2, 1993, Exhibit
15 1EEEE.

16
17 93. On May 3, 1993, Armstrong
18 wrote a letter to Laurie
19 Bartilson which stated, "You
20 are in error in your
21 interpretation of the December
22 6, 1986 settlement agreement.
23 I did not agree on that date
24 to forgo future media
25 appearances for a substantial
26 sum of money...." and "Your
27 threat that you will subject
28 me to the liquidated
damages provision of the

93. Undisputed.

1 settlement agreement for
2 appearing on [a radio program]
3 is obscene. Even its
4 inclusion in the settlement
5 agreement; that is \$50,000.00
6 per word I write or speak
7 about your organization is
8 obscene."

9 Plaintiff's Evidence:

10 92. Armstrong letter to
11 Bartilson, May 3, 1993,
12 Exhibit 1FFFF.

13

14 94. On August 16, 1993,
15 Armstrong wrote to Andrew
16 Wilson that "[M]y breaching of
17 the agreement has continued
18 unabated since 1990. It is my
19 duty, therefore, to continue
20 that breach unabated until the
21 agreement is rescinded and no
22 longer exists to be breached.
23 This letter thus also serves
24 to advise you and your client
25 that I am continuing unabated.
26 Please also advise your client
27 to not waste its victims
28 "donations" sending around its
camera-toting PIs to try to

94. Undisputed.

1 catch me in an instant when I
2 am doing something other than
3 my unbroken breach. If I am
4 not heard to be breaching the
5 agreement at any moment, I
6 have not stopped doing so, but
7 am just between words or
8 breaching in a whisper. Even
9 in my sleep, though I may not
10 be somniloquizing, I am in
11 every instant breaching the
12 agreement."

13 Plaintiff's Evidence:

14 94. Armstrong letter to
15 Wilson, Exhibit 1GGGG.

16

17 95. In June, 1994, Armstrong
18 gave an interview to Pacific
19 Sun Reporter Rick Sine, in
20 which he claims, "I stated
21 that, certainly at one point,
22 that the settlement agreement
23 was unenforceable from the
24 start; and according to the
25 language of the settlement
26 agreement, it was absolutely
27 impossible to live, live by
28 it; and I realize it would
have driven me absolutely nuts

95. Undisputed.

1 to even attempt. Nevertheless,
2 I had tried to live by it and
3 live within what I call the
4 spirit of settlement. unless I
5 arrived at a point where it
6 simply was impossible and I
7 had to take a stand and had to
8 do -- take the acts, do the
9 things that ended up doing."

10 Plaintiff's Evidence:

11 95. Armstrong Depo., Vol. VI,
12 665-666, Exhibit 1HHHH.

13

14 96. In July, 1994, Armstrong
15 wrote to the Pacific Sun, that
16 Judge Sohigian "refused the
17 organization's gargantuan
18 effort to gag me. ... I
19 rarely had to consider
20 violating the injunction to
21 help [people]. Everyone else
22 I help with impunity."

23 Plaintiff's Evidence:

24 96. Letter to Pacific Sun,
25 "Alleged Gag," Exhibit 1MMMM.

26

27 97. On February 1, 1995,
28 Armstrong wrote to Church
member, Nancy O'Meara, copying

96. Undisputed.

97. Undisputed.

1 the "Media": "What Scientology
2 is doing with me is
3 suppressive, and threatening
4 to justice, wisdom and
5 innocent people everywhere. I
6 will continue to stand my
7 ground and I refuse to be
8 suppressed.... As long as I
9 breathe I will continue to do
10 what I see as God's will, and
11 continue to bring
12 Scientology's evil nature to
13 the light of truth."

14 Plaintiff's Evidence:

15 97. Armstrong Letter to
16 O'Meara, Exhibit 11111.
17
18

19 Armstrong's Claim: Scientology is not entitled to summary
20 adjudication of the Twentieth Cause of Action because: 1.
21 Scientology obtained Armstrong's signature on the subject
22 settlement document by duress; 2. Scientology obtained Armstrong's
23 signature on the subject settlement document by fraud; 3. the
24 settlement agreement is unfair, unreasonable, unconscionable and
25 cannot be specifically performed; 4. Scientology's hands are
26 unclean in this transaction and Scientology is therefore barred
27 from obtaining the relief it seeks; 5. the settlement agreement
28 and Scientology's enforcement thereof are obstructive of justice;
6. all of Armstrong's experiences concerning which Scientology

1 seeks to silence him are religious in nature and the silencing of
2 the expression of such experiences by court order is completely
3 barred by the First Amendment to the United States Constitution;
4 and, 7. all of Armstrong's activities which Scientology claims are
5 violations of the subject agreement are religiously motivated and
6 completely protected by the First Amendment, and the Religious
7 Freedom Restoration Act of 1993.

8
9 ISSUE NO. I

10 Armstrong's Claim: Scientology obtained Armstrong's
11 signature on the subject settlement document by duress.

12 Armstrong incorporates herein his Disputed Fact and
13 Evidentiary Support No. 1, A-E, supra.

14
15 ISSUE NO. II

16 Armstrong's Claim: Scientology obtained Armstrong signature
17 on the subject settlement document by fraud.

18 Armstrong incorporates herein his Disputed Fact and
19 Evidentiary Support No. 1, A-E, supra.

20
21 98. Flynn advised Armstrong
22 prior to Armstrong's signing
23 the settlement agreement that
24 Scientology had promised that
25 in exchange for his signing
26 the agreement it was ceasing
27 all fair game activities and
28 all attacks against Armstrong,
and everyone else.

98. Defendant's Evidence
GA dec., p. 9, ¶¶ 18, 19;
Exhibit 2, p. 4, ¶9, p. 5,
¶11, pp. 17, 18, ¶¶ 27;
Exhibit 4, p. 9, ¶15, p. 11,
¶17, l. 15-17; Exhibit 8-I, ex
parte application to continue
hearing on motions for summary
adjudication and declaration,

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99. The settlement agreement contains the following language:

7 I. "...the "slate" is wiped clean concerning past actions by any party."

18. "(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement."

100. Armstrong believed that

pp. 4-6, ¶¶ 10-12.

99. Defendant's Evidence
Plaintiff's Evidence, Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, pp. 11, 15.

100. Defendant's Evidence

1 the above quoted clauses in
2 the settlement agreement
3 required that Scientology
4 forbear and refrain from
5 further acts of fair game
6 against him, and that
7 Scientology would not say or
8 publish anything about him,
9 other than that the case had
10 been settled in its entirety.

Exhibit 4, p. 12, ¶18.

11
12 101. Indeed, Scientology
13 entity Author Services, Inc.'s
14 attorney Lawrence Heller, who
15 "was personally involved in
16 the [1986] settlements,"
17 stated in a declaration
18 executed November 1, 1989 in
19 support of Scientology's
20 motion to delay or prevent the
21 taking of certain third party
22 depositions, including
23 Armstrong's, that:

24 "The non-disclosure
25 obligations were a key part of
26 the settlement agreements
27 insisted upon by all parties
28 involved."

101. Defendant's Evidence
Ex. 1-D, Motion of Defendant
Author Services, Inc. to Delay
or Prevent the Taking of
Certain Third Party
Depositions, filed in Bent
Corydon v. Scientology, Los
Angeles Superior Court No. C
694401, declaration of
Lawrence E. Heller, p. 9, ¶3.

1 102. Attorney Heller repeated
2 this averment in the
3 memorandum of points and
4 authorities, stating:

5 "One of the key
6 ingredients to completing
7 these settlements, insisted
8 upon by all parties involved,
9 was strict confidentiality
10 respecting: (1) the
11 Scientology parishioner or
12 staff member's experiences
13 with the Church of
14 Scientology; (2) any knowledge
15 possessed by the Scientology
16 entities concerning those
17 staff members or
18 parishioners."
19

20 103. In his call to Armstrong
21 on November 20, 1989, Heller
22 also stated that Scientology
23 had signed a non-disclosure
24 agreement as well and as far
25 as he knew had lived up to the
26 agreement. Armstrong listed
27 out for Heller statements made
28 by Scientology in violation of
the agreement.

102. Defendant's Evidence
Ex. 1-D, memorandum p. 4:9-14.

103. Defendant's Evidence
Exhibit 1, p. 21, ¶ 44;
Exhibit 2, pp. 12,13, ¶19; Ex.
2-L, Notes of phone call from
Heller November 20, 1989; Ex.
2-M, Transcript of Armstrong's
side of phone call from Heller
November 20, 1989, at p. 2.

1 104. If Armstrong had known
2 that the meaning of the
3 settlement agreement was that
4 Scientology was free to attack
5 him or anyone else, that it
6 was going to continue fair
7 game as before, and that he
8 would be legally unable to
9 respond or defend himself or
10 anyone else, he would never,
11 for all the money in the
12 world, have signed the
13 document.

14
15 105. Since Armstrong signed
16 the settlement agreement,
17 Scientology reneged on its
18 promise and continued its fair
19 game attacks on him. These
20 fair game attacks after
21 December, 1986, but prior to
22 any acts by Armstrong, which
23 Scientology alleges are
24 breaches of the agreement,
25 include, but are not limited
26 to:

27 A. Delivering "dead
28 agent documents," on him to
various media representatives.

104. Defendant's Evidence.
GA dec., pp. 15,16, ¶ 31;
Exhibit 5, p. 18, ¶17.

105. Defendant's Evidence
Exhibit 1, Declaration of
Gerald Armstrong, executed
March 15, 1990, pp. 1-22, ¶¶
2-46; Ex. 1-E, Scientology
"dead agent document," dated
1987; Ex. 1-F, Affidavit of
Kenneth Long, executed October
5, 1987, p. 2-14, ¶¶ 2-26, and
all exhibits thereto; Ex. 1-G,
Affidavit of Kenneth Long,
executed October 5, 1987, p.
2-17, ¶¶ 3-32; Ex. 1-H,
Affidavit of Kenneth Long,
executed October 5, 1987, p.

1 B. Publishing its own
2 false descriptions of his
3 Scientology experiences.

4 C. Disseminating to the
5 media an edited, misleading
6 and defamatory version of a
7 secret and illegal videotape
8 its agents made of him.

9 D. Disseminating his
10 own documents which
11 Scientology itself had
12 requested be sealed.

13 E. Filing affidavits
14 about him in a civil lawsuit
15 in England which falsely
16 asserted, inter alia, that he
17 violated court orders and was
18 an admitted agent provocateur
19 of the US Government.

20 F. Threatening him with
21 being sued if he even talked
22 to attorneys in the case in
23 which the false charges were
24 being made about him.

25 F. Threatening to
26 expose a private writing if he
27 did not assist Scientology's
28 effort to prevent a civil
litigant, Bent Corydon from

2, ¶ 3, p. 4, ¶¶ 8,9; Ex. 1I,
Affidavit of Sheila Chaleff,
executed October 5, 1987, p.
3, ¶ 7; Ex. 1-J, Affidavit of
Kenneth Long, executed October
7, 1987, p. 2-8, ¶¶ 2-16; Ex.
1-K, Affidavit of Kenneth
Long, executed October 7,
1987, p. 2-7, ¶¶ 3-15; Ex. 1-
N, photocopy of face of
videotape with business card
of Eugene M. Ingram; Exhibit
2, pp. 9-18, ¶¶ 16-27; Ex. 2-
H, declaration of Gerald
Armstrong, executed March 26,
1990, pp. 2, 3, ¶¶ 2-4; Ex.
2-J, Notes of phone call from
Heller October 23, 1989; Ex.
2-K, Notes of phone call with
Heller October 25, 1989; Ex.
2-L, Notes of phone call from
Heller November 20, 1989; Ex.
2-M, Transcript of Armstrong's
side of phone call from Heller
November 20, 1989, at p. 2.

1 obtaining access to the
2 Armstrong case file.

3 G. Threatening him with
4 being sued if he testified
5 about his Scientology
6 experiences even pursuant to a
7 subpoena.

8 H. Threatening him with
9 being sued for being in court
10 to attend a hearing concerning
11 his own deposition.

12
13 106. The first thing Armstrong
14 did in response to
15 Scientology's post-settlement
16 fair game attacks was to file
17 two petitions in the
18 California Court of Appeal to
19 be able to respond in the then
20 pending appeal Scientology had
21 taken from the 1984 decision
22 in the Armstrong case, and the
23 appeal Scientology had taken
24 from the unsealing by Bent
25 Corydon of the Armstrong court
26 file. Over Scientology's
27 objections, the Court of
28 Appeal granted his petitions.
The Court also unsealed the

106. Defendant's Evidence
Exhibit 1, pp. 23,24, ¶¶ 52-
54; Ex. 1-P, "Respondent's
Petition for Permission to
File Response" filed February
28, 1990 in Scientology v.
Armstrong, Second Appellate
District, Division Three, No.
B025920; Ex. 1-Q, "Defendant's
Petition for Permission to
File Response" filed March 1,
1990 in Scientology v.
Armstrong, Second Appellate
District, Division Four, No.
B038975.

1 subject settlement agreement,
2 which Armstrong had filed as a
3 "sealed exhibit" to his
4 petitions.

5
6 107. From the time Armstrong
7 petitioned the Court of
8 Appeal, Scientology has
9 continued its fair game
10 attacks on him without
11 ceasing. These fair game
12 attacks include, but are not
13 limited to:

14 A. Disseminating to the
15 media "dead agent packs" of
16 "black propaganda" on him
17 which provide Scientology's
18 false version of Armstrong's
19 experiences and include at
20 least the following lies:

21 a. that Armstrong
22 testified falsely at trial in
23 1984;

24 b. that he "has adopted
25 a degraded life-style;"

26 c. that he was
27 "apparently naked" in a
28 newspaper photo;

d. that he is connected

107. Defendant's Evidence

GA dec., p. 20, ¶ 40-A,
Exhibit 8-A, Declaration of
Garry L. Scarff, executed
February 11, 1993 and filed
herein in opposition to order
to show cause re contempt, at
4:6-10, 5:10-12; Exhibit 8-B,
Scientology publication
entitled "'FACTNet" -
Perversions, Criminality and
Lies," at p. 3; Exhibit 8-C,
Scientology publication
entitled "'FACTNet" Still Off
the Rails," at p. 2; Exhibit
8-D, Letter from Michael
Rinder to Mirror Group
Newspapers, at p. 2; Exhibit
8-E, Set of Scientology "dead
agent documents" concerning
Gerald Armstrong and Judge
Paul G. Breckenridge, Jr.,
produced by Scientology
herein, at Bates stamped pages

1 to Cult Awareness Network
2 described as "a referral
3 agency for those who engage in
4 the illegal activity of
5 kidnapping adults for the
6 purpose of forcibly persuading
7 them to abandon their
8 religious beliefs;"

9 e. that Armstrong's
10 defense at his 1984 trial "was
11 a sham and a fraud;"

12 f. that the LAPD
13 "authorized [Scientology's]
14 videotapes of Armstrong;

15 g. that Armstrong
16 wanted to plant fabricated
17 documents in Scientology files
18 and tell the IRS to
19 conduct a raid;

20 h. that he wanted to
21 plunder Scientology for his
22 own financial gain;

23 i. that he never
24 intended to stick to the terms
25 of the settlement agreement;

26 j. that Armstrong
27 motives in writing attorney
28 Eric Lieberman regarding the
Nothling case were money and

20048-20056, 200190-200198,
200669- 200671, 200358-200370;
Exhibit 8-F, Declaration of
David Miscavige, executed
February 8, 1994 and filed in
Scientology v. Steven Fishman,
supra, at pp. 31, 32, ¶ 54;
Exhibit 8-G, Article "Catch
a Rising Star," by John H.
Richardson in Premiere,
September, 1993, at p. 88;
Exhibit 8-J, Scientology press
release from Nancy O'Meara and
Andrew H. Wilson; Exhibit 8-K,
letter from Heber Jentzsch to
E! Television dated August 5,
1993; Exhibit 5, p. 14, ¶ 15;
Exhibit 5-DD, Scientology's ex
parte application for order to
show cause why Gerald
Armstrong should not be held
in contempt, filed herein
December 31, 1992; Exhibit 7-
L, Ruling on Matter Taken
Under Submission July 28,
1994, p. 2, ¶3; Plaintiff's
Evidence, Exhibit 1GGG,
Armstrong letter to Premiere
Magazine; Plaintiff's

1 power;
2 k. that he was
3 incompetent as a researcher on
4 the Hubbard biography project;

5 l. that Armstrong had
6 perjured himself about
7 surrendering documents to the
8 Court;

9 m. that he wanted to
10 orchestrate a coup in which
11 members of the US Government
12 would wrest control of
13 Scientology.

14
15 B. Using transcripts
16 and other documents to attack
17 Armstrong which Scientology
18 itself has insisted be sealed.

19
20 C. Publishing "black
21 propaganda" on Armstrong
22 without stating its source
23 which provide Scientology's
24 false version of his
25 experiences and include at
26 least these false and/or
27 perverted charges:

28 a. that he was formerly
a heavy drug user;

Evidence, Exhibit 1EEEE,
Armstrong declaration of
February 2, 1993;
Scientology's motion for
summary adjudication of the
13th, 16th, 17th and 19th
causes of action of the second
amended complaint filed herein
March 17, 1991; Exhibit 3-C-E,
Declaration of Gerald
Armstrong executed September
3, 1991 and filed in the
Aznaran case, Ex. 3-C-E-3,
Armstrong letter to Eric
Lieberman dated August 21,
1991; Ex. 3-C-E-4, Armstrong
letter to Eric Lieberman dated
August 22, 1991.

1 b. that he was paid to
2 provide homosexual sex;

3 c. that a Marin
4 Independent Journal photo
5 showed him in the nude holding
6 the globe;

7 d. that he is a
8 psychotic and lives in a
9 delusory world;

10
11 D. Scientology (CSI)
12 director Michael Rinder on May
13 9, 1994, wrote a letter to the
14 Mirror Newspaper Group in
15 London, United Kingdom in
16 which he stated that Armstrong
17 "has now distinguished himself
18 by posing naked in a
19 newspaper;"

20
21 E. Church of
22 Scientology International
23 President Heber Jentzsch on
24 August 5, 1993 wrote a letter
25 to E! Television in which he
26 stated that Armstrong "has no
27 relation to art or
28 artists...except, of course,
for the photo of himself,

1 nude, hugging the globe;"

2

3 F. Scientology agent
4 Eugene Ingram spread the rumor
5 that Armstrong has AIDS;

6

7 G. Scientology agent
8 Garry Scarff was briefed by
9 Ingram to expand on the "fuck
10 buddy" relationship between
11 attorney Ford Greene and
12 Armstrong;

13

14 H. Filing declarations
15 in various courts containing
16 false charges, and then using
17 the settlement agreement to
18 prevent him from responding or
19 punish him for responding;

20

21 I. Attempting to have
22 Armstrong jailed for contempt
23 of court based on
24 mischaracterization of his
25 actions and manufactured
26 actions;

27

28 J. Providing
documentation to Premiere

1 magazine about Armstrong,
2 including partial transcripts
3 of the illegal Ingram
4 videotaping of Armstrong and
5 then using the settlement
6 agreement to punish Armstrong
7 for responding;

8
9 K. Providing a press
10 release to the Marin
11 Independent Journal concerning
12 the Court's ruling of January
13 27, 1995, which discusses
14 Armstrong's Scientology
15 experiences and contains the
16 false statement that he
17 "promised [in the settlement
18 agreement] to refrain from
19 spreading falsehoods about
20 [Scientology];" and then using
21 the settlement agreement to
22 punish Armstrong for
23 responding;

24
25 L. Secretly videotaping
26 him.

27
28 108. Scientology has also
continued to carry out fair

108. Defendant's Evidence
GA dec. p. 24, ¶ 43;

1 game against its other
2 perceived enemies, many of
3 them Armstrong's friends and
4 associates who include Ford
5 Greene, Hana Whitfield, Dennis
6 Erlich, Lawrence Wollersheim,
7 Jonathan Attack, Margery
8 Wakefield, Nancy McLean and
9 Malcolm Nothling.

Ex. 8-A, pp. 2-5, ¶¶ 3-9;
Wollersheim dec, pp. 1-2, ¶ 5,
pp. 3-5, ¶¶ 8-13, Wollersheim
dec. Ex. B, "Scientology's
Policies Against Its
Adversaries;" Third Party
Decs. Exhibit 1, pp. 1,2, ¶¶
3, 4, pp. 7-12, ¶¶ 12-16,
Third Party Decs., Ex.1- A,
pp. 10-29, ¶¶ 10-93, pp. 37-
41, ¶¶ 126-137; Third Party
Decs. Exhibit 2, Declaration
of Dennis Erlich, pp. 2-4, ¶¶
6-8; Third Party Decs.,
Exhibit 3, Declaration of
Margery Wakefield, p. 2,3, ¶7;
Third Party Decs., Exhibit 4,
Declaration of Keith Scott, p.
3, ¶9; Third Party Decs.,
Exhibit 5, Declaration of
Malcolm Nothling, p. 2, ¶10;
Third Party Decs., Ex.5-A,
Sworn Statement, pp 1,2, ¶¶ 3-
7; Third Party Decs., Exhibit
6, pp. 1-3, ¶¶ 6-12, p. 4, ¶
16; Third Party Decs., Ex.6,
General Report on
Scientology - Declaration of
Jonathan Caven-Attack, p. 1,

¶2, pp. 12-16, ¶¶68-90; Third Party Decs., Ex.6-A, "The Total Freedom Trap," pp. 18,19, 28, Third Party Decs., Ex. 6-B, "Anatomy of a Propagandist," pp. 1-end; Third Party Decs, Exhibit 7, Declaration of Nancy McLean, pp.1-3, ¶¶ 3-7; Exhibit 8-B, pp. 1-5; Exhibit 8-C, pp. 1-3; Exhibit 8-D, pp. 1-3; Exhibit 8-D, pp. 1-3.

ISSUE NO. III

Armstrong's Claim: The settlement agreement is unfair, unreasonable, unconscionable and cannot be specifically performed.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-108, supra.

109. Scientology's interpretation of the settlement agreement is that it can say whatever it wants to anyone in any form at any time about Armstrong and that he has no right to respond.

109. Defendant's Evidence
GA dec. p. 15, ¶ 31; Exhibit 2-F, declaration of Lawrence Heller, executed March 27, 1989, p. 34, ¶13;
Scientology's motions for summary adjudication of 20th cause of action, and 13th, 16th, 17th and 19th causes of

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110. Armstrong has been "fair game" since 1982.

111. Armstrong's cross-complaint against Scientology for fraud and years of fair game attacks was set in December, 1986 to go to trial in March, 1987.

112. Armstrong agreed, in exchange for monetary payment, Scientology's cessation of fair game against him and

action of second amended complaint filed herein.

110. Defendant's Evidence Exhibit 1-A, Memorandum of Intended Decision by Judge Paul G. Breckenridge, Jr. dated June 20, 1984, Appendix pp. 13-15; Exhibit 3-A, Opinion of California Court of Appeal dated July 29, 1991, 283 Cal.Rptr. 917, at 920, 921, 925. Armstrong specifically repeats and includes herein his evidence in additional facts Nos. 105 and 107, supra.

111. Defendant's Evidence Exhibit 1, p. 1, ¶ 1; Ex. 1-A, at p. 12; Ex. 1-B, unpublished opinion of Court of Appeal, at 13; Exhibit 5, p. 18, ¶17.

112. Defendant's Evidence Plaintiff's Evidence, Exhibit A, p. 1-6, ¶¶ 1-6C.

1 others and its release of him
2 from all acts and claims, to
3 dismiss his cross-complaint
4 and release Scientology for
5 all its acts and claims up to
6 the date of settlement.
7 Nowhere in the agreement does
8 it state that Armstrong
9 released Scientology from
10 future acts, that Scientology
11 may say or publish whatever it
12 wants about him, nor that he
13 waived any right to respond to
14 any such statement.

15
16 113. The settlement agreement,
17 however, specifically states
18 that Armstrong waived his
19 right to respond in any appeal
20 Scientology might take from
21 the 1984 decision in his case
22 by Judge Breckenridge.

23
24 114. In spite of that specific
25 waiver, the Court of Appeal
26 granted Armstrong's petition
27 to respond, which was based in
28 part on his assertion that
being held by contract from

113. Defendant's Evidence
Plaintiff's Evidence, Exhibit
A, pp. 4,5, ¶¶ 4A, 4B.

114. Defendant's Evidence
Ex. 1-P.

1 not responding worked a fraud
2 upon the Court.

3
4 115. The Court of Appeal also
5 granted Armstrong's petition
6 to respond in the appeal
7 Scientology had taken from the
8 unsealing of the Armstrong
9 court file, which petition was
10 based in part on his assertion
11 that being held by contract
12 from not responding worked a
13 fraud upon the Court, and on
14 the acts of fair game
15 perpetrated against him by
16 Scientology after the 1986
17 settlement.

18
19 116. Flynn advised Armstrong
20 that what Scientology was
21 paying him for in the
22 settlement was his dismissal
23 of his cross-complaint and his
24 release of Scientology for all
25 its prior acts.

26
27 117. Armstrong never agreed
28 to permit Scientology to
continue fair game, to be

115. Defendant's Evidence
Ex. 1-Q; Exhibit 1, and all
exhibits thereto; Exhibit 3-A.

116. Defendant's Evidence
Exhibit 2, p. 3, ¶7;
Plaintiff's Evidence, Exhibit
A, ¶¶ 1,4,5,6,8; Exhibit 4,
pp. 8,9. ¶ 13.

117. Defendant's Evidence
GA dec., p. 15, ¶ 31; Exhibit
1, p. 7, ¶ 14, p. 17, ¶ 37,p.

1 himself a punching bag, or a
2 willing victim, to be a tool
3 of Scientology's obstruction
4 of justice or its suppression
5 of our brothers; and would
6 never agree to such a
7 condition for any amount of
8 money.

9
10 118. Other people who
11 understand Scientology's fair
12 game philosophy and practices
13 also view Scientology's
14 interpretation of the
15 settlement agreement
16 unconscionable.

17
18
19
20 119. Nancy McLean and Margery
21 Wakefield, view the way
22 Scientology is using the
23 settlement agreements as so
24 unconscionable that they have
25 risked court orders and prison
26 to continue to speak out
27 against Scientology's
28 antisocial practices.

22, ¶ 46; Exhibit 2, pp. 17,
18, ¶27; Exhibit 5, p. 18, ¶
17.

118. Defendant's Evidence
Wollersheim dec., pp. 4,5, ¶¶
9,10; Third Party Decs.,
Exhibit 1, pp. 17, 18, ¶¶ 27,
28; Third Party Decs., Exhibit
2, pp. 3, 4, ¶ 8; Third Party
Decs., Exhibit 5, pp. 3.4, ¶¶
13-17; Third Party Decs.,
Exhibit 6, p. 3,4, ¶¶ 12-16.

119. Defendant's Evidence
GA dec., p. 24, ¶43; Third
Party Decs., Exhibit 3, p.
2,3, ¶7, Third Party Decs.,
Ex. 3-B, Scientology's motion
for order to show cause why
plaintiff should not be held
in criminal contempt, filed in
Wakefield v. Scientology, US
District Court for the Middle

District of Florida, Case No.
82-1313-Civ-T-10; Third Party
Decs., Exhibit 7, pp. 2-4, ¶¶
6-9.

120. On December 23, 1991, at
the hearing of a motion
brought by Scientology in the
original Armstrong case to
enforce the settlement
agreement, Los Angeles
Superior Court Judge Bruce R.
Geernaert, stated regarding
the agreement:

120. Defendant's Evidence
Exhibit 8-L, partial
transcript of proceedings,
December 23, 1991, in
Scientology v. Armstrong, Los
Angeles Superior Court No. C
420153, at 52:5:19.

"So my belief is Judge
Breckenridge, being a very
careful judge....if he had
been presented that whole
agreement and if he had been
asked to order its
performance, he would have dug
his feet in because that is
one I'll say one of the
most ambiguous, one-sided
agreements I have ever read.
And I would not have ordered
the enforcement of hardly any
of the terms if I had been
asked to, even on the threat

1 that, okay the case is not
2 settled. ¶ I know we like to
3 settle cases. But we don't
4 like to settle cases and, in
5 effect, prostrate the court
6 system into making an order
7 which is not fair or in the
8 public interest."

9
10 121. On February 19, 1992,
11 fifteen days after Scientology
12 filed the instant case,
13 Armstrong's attorney Ford
14 Greene wrote to Scientology
15 attorney Laurie Bartilson and
16 requested that Scientology
17 release Armstrong's attorneys
18 Michael Flynn, Bruce Bunch and
19 Julia Dragojevic from any
20 contract by Scientology which
21 prohibited them from providing
22 Armstrong with a declaration
23 or otherwise assisting him in
24 this case.

25
26 122. On February 24, 1992,
27 Greene wrote to Bartilson and
28 requested that Scientology
release other settling

121. Defendant's Evidence
Exhibit 8-L, letter from Ford
Greene to Laurie Bartilson
dated February 19, 1992.

122. Defendant's Evidence
Exhibit 8-M, letter from Ford
Greene to Laurie Bartilson
dated February 24, 1992.

1 parties, specifically, Nancy
2 Dincalci, Kima Douglas,
3 Michael Douglas, Robert
4 Dardano, Warren Friske,
5 William Franks, Laurel
6 Sullivan, Edward Walters,
7 Howard Schomer, Martin
8 Samuels, Julie Christopherson,
9 Nancy McLean, Tonja Burden,
10 Gabe Cazares and Margery
11 Wakefield, from any contract
12 by Scientology which
13 prohibited them from providing
14 Armstrong with a declaration
15 or otherwise assisting him in
16 this case.

17
18 123. On March 3, 1992
19 Bartilson wrote to Greene,
20 refusing to release
21 Armstrong's attorneys or other
22 settling parties. Scientology
23 has refused throughout this
24 litigation to release either
25 Armstrong's attorneys or the
26 settling parties from any
27 contracts by which they are
28 prohibited from assisting
Armstrong.

123. Defendant's Evidence
Exhibit 8-M, letter from
Laurie Bartilson to Ford
Greene dated March 2, 1992.

1 124. Flynn recently told
2 Armstrong that if he were free
3 to do so he would testify
4 that:

5 Scientology prior to and
6 during the time he was
7 involved in litigation used
8 the legal system and force
9 against perceived critics and
10 targeted "enemies" to
11 eliminate ideas antithetical
12 to its own; that this went
13 under the heading "fair game,"
14 and included the concepts of
15 "attack the attacker," and
16 "black propaganda;" that
17 Scientology swore to give up
18 these practices and begged for
19 a settlement as a means of
20 obtaining an opportunity to
21 prove that it had given up
22 these practices; that, but for
23 Scientology's promise that it
24 was giving up all fair game
25 practices, he would never have
26 agreed to sign, nor had
27 Armstrong or any other client
28 agree to sign, Scientology's
settlement documents; that the

124. Defendant's Evidence
Exhibit 8-I, pp. 4-6, ¶¶ 10-
11.

1 depth of his and Armstrong's
2 principles and extent of
3 dedication to the truth is
4 manifested by the successful
5 litigation of the case
6 Scientology v. Armstrong, Los
7 Angeles Superior Court No. C
8 420153; that intrinsic to the
9 agreement was the recognition
10 that the Armstrong cross-
11 complaint was about to go to
12 trial, that Scientology had
13 substantial liability therein,
14 and that there had been a
15 verdict of \$30,000,000 against
16 Scientology in the case of
17 Wollersheim v. Scientology,
18 also in LA Superior Court
19 within less than five months
20 of the December, 1986
21 settlement; that he was the
22 subject of fair game from 1979
23 through 1986, had been sued
24 fifteen times by Scientology,
25 had been harassed
26 unmercifully, framed,
27 threatened, his marriage
28 ruined and his family and
career threatened, and that he

1 was desperate to get out of
2 the fair game threat; that
3 there were no negotiations
4 concerning the liquidated
5 damages condition of the
6 settlement agreement; that
7 there were no negotiations
8 involving Armstrong; that he
9 believed that, despite
10 Scientology's refusal to not
11 include the condition, it was
12 and is unenforceable, and told
13 Armstrong so at the time; that
14 there is no reasonable
15 relationship between
16 Scientology's actual damages
17 and the liquidated damages;
18 that the bargaining power of
19 the parties was completely
20 lopsided in Scientology's
21 favor; that there was supposed
22 to be a "clean slate," after
23 the settlement; and, that if
24 Scientology published anything
25 about Armstrong after the
26 settlement Armstrong was not
27 prohibited from responding to
28 such post-settlement
statements.

1 125. On April 6, 1995,
2 Armstrong applied to Judge
3 Gary W. Thomas ex parte for an
4 order releasing Flynn from the
5 contract by which Scientology
6 prohibited him from helping
7 Armstrong. Scientology opposed
8 Armstrong's application and
9 Judge Thomas denied it.

125. Defendant's Evidence
Exhibit 8-I.

11 ISSUE IV

12 Armstrong's Claim: Scientology's hands are unclean in this
13 transaction and Scientology is therefore barred from obtaining the
14 relief it seeks.

15 Armstrong incorporates herein his Disputed Facts, Additional
16 Facts and Evidentiary Support Nos. 1-125, supra.

18 126. In his decision after the
19 1984 trial in the Armstrong
20 case Judge Breckenridge ruled
21 that Scientology did not have
22 "clean hands," with respect to
23 Armstrong as a result of its
24 "suppressive person" declares
25 and the fair game actions
26 which followed.

126. Defendant's Evidence
Exhibit 1-A, 1:25-28.

28 127. This decision was
affirmed in its totality by

127. Defendant's Evidence
Exhibit 3-A, Ex.3-A, at 920.

1 the Court of Appeal in 1991,
2 which also noted that the
3 "declares" subjected Armstrong
4 to, the "Fair Game Doctrine,"
5 "which permits a suppressive
6 person to be "tricked, sued or
7 lied to or destroyed...[or]
8 deprived of property or
9 injured by any means by any
10 Scientologist."

11
12 128. Following the
13 Breckenridge decision,
14 Scientology continued to
15 subject Armstrong to fair
16 game.

17
18
19
20
21
22 129. Scientology subjected
23 Armstrong's attorney Michael
24 Flynn to fair game.

128. Defendant's Evidence

GA dec, pp. 4-6, ¶¶ 9-13;
Exhibit 4, pp 4-7, ¶¶ 6-10;
Exhibit 4-M; Exhibit 4-N;
Exhibit 4-O; Exhibit 5, pp.
2,3, ¶¶ 5,6; Exhibit 5-C;
Exhibit 2, p. 1, ¶ 2;
Exhibit 2-O, pp. 3-9, ¶¶ 3-8;
Exhibit 2-P, pp. 6-11, ¶¶ 5-8.

129. Defendant's Evidence

GA dec, p. 6, ¶ 14; Exhibit 4,
pp 9, ¶ 14; Exhibit 2, p. 1, ¶
2, pp. 3,4,5 ¶8, ¶11; Exhibit
2-O, pp. 6, ¶ 6, Ex. 2-O pp
60-74; Exhibit 5, pp. 8,9, ¶
12; Third Party Decs., Exhibit
6, p. 4, ¶16.

1 130. Scientology promised to
2 discontinue fair game against
3 Armstrong and others as an
4 inducement for settlement;
5 then reneged on that promise
6 and have continued fair game
7 against Armstrong since the
8 settlement.

130. Defendant's Evidence
GA dec., p. 9, ¶¶ 18, 19;
Exhibit 2, p. 4, ¶9, p. 5,
¶11, pp. 17, 18, ¶¶ 27;
Exhibit 4, p. 9, ¶15, p. 11,
¶17, l. 15-17; Exhibit 8-I,
pp. 4-6, ¶¶ 10-12; Exhibit 1,
pp. 1-22, ¶¶ 2-46; Ex. 1-E, ;
Ex. 1-F, p. 2-14, ¶¶ 2-26, and
all exhibits thereto; Ex. 1-G,
p. 2-17, ¶¶ 3-32; Ex. 1-H, p.
2, ¶ 3, p. 4, ¶¶ 8,9; Ex. 1-I,
p. 3, ¶ 7; Ex. 1-J, p. 2-8, ¶¶
2-16; Ex. 1-K, p. 2-7, ¶¶ 3-
15; Ex. 1-N, Exhibit 2, pp. 9-
18, ¶¶ 16-27; Ex. 2-H, pp. 2,
3, ¶¶ 2-4; Ex. 2-J; Ex. 2-K;
Ex. 2-L; Ex. 2-M, at p. 2; GA
dec., pp. 20-22, ¶ 40, Exhibit
8-A, at 4:6-10, 5:10-12;
Exhibit 8-B, at p. 3; Exhibit
8-C, at p. 2; Exhibit 8-D, at
p. 2; Exhibit 8-E, at Bates
stamped pages 20048-20056,
200190-200198, 200669- 200671,
200358-200370; Exhibit 8-F, at
pp. 31, 32, ¶ 54; Exhibit 8-G,
at p. 88; Exhibit 8-J; Exhibit
8-K; Exhibit 5, p. 14, ¶ 15;

Exhibit 5-DD; Exhibit 7-L, p. 2, ¶3; Plaintiff's Evidence, Exhibit 1GGG; Plaintiff's Evidence, Exhibit 1EEEE; Scientology's motion for summary adjudication of the 13th, 16th, 17th and 19th causes of action of the second amended complaint filed herein March 17, 1991; Exhibit 3-C-E; Ex. 3-C-E-3; Ex. 3-C-E-4.

131. Prior to Armstrong speaking publicly about his experiences in Scientology, Scientology engaged him in public controversy by publishing and disseminating its own versions of his experiences, and has continued thereafter to publish and disseminate its versions of his experiences.

131. Defendant's Evidence
GA dec. pp. 10,11, ¶21; GA dec., pp. 20-22, ¶ 40, Exhibit 8-A, at 4:6-10, 5:10-12; Exhibit 8-B, at p. 3; Exhibit 8-C, at p. 2; Exhibit 8-D, at p. 2; Exhibit 8-E, at Bates stamped pages 20048-20056, 200190-200198, 200669- 200671, 200358-200370; Exhibit 8-F, at pp. 31, 32, ¶ 54; Exhibit 8-G, at p. 88; Exhibit 8-J; Exhibit 8-K; Exhibit 1, pp. 1-22, ¶¶ 2-46; Ex. 1-E; Ex. 1-F, pp. 2-14, ¶¶ 2-26, and all exhibits thereto; Ex. 1-G, p. 2-17, ¶¶ 3-32; Ex. 1-H, p. 2, ¶ 3, p.

4, ¶¶ 8,9; Ex. 1I, p. 3, ¶ 7;
Ex. 1-J, p. 2-8, ¶¶ 2-16; Ex.
1-K, p. 2-7, ¶¶ 3-15; Ex. 1-N;
Exhibit 2, pp. 9-18, ¶¶ 16-27;
Ex. 2-H, pp. 2, 3, ¶¶ 2-4.

ISSUE V

Armstrong's Claim: The settlement agreement and Scientology's enforcement thereof are obstructive of justice.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-131, supra.

132. Scientology claims that by the settlement it was free to comment upon Armstrong's statements, and that Armstrong could not respond to Scientology's post-settlement comments.

132. GA dec. pp. 15,16, ¶ 31; Exhibit 2-F, 34:19 - 35:12; Scientology's motions for summary adjudication of 20th cause of action, and 13th, 16th, 17th and 19th causes of action of second amended complaint filed herein.

133. Scientology characterized Armstrong's statements, which it claims it is free to comment on, as "often bizarre allegations."

133. Ex. 2-E, Scientology's opposition of defendants to motion for order directing non-interference with witnesses and disqualification of counsel, filed March 27, 1990 in Corydon, p. 14: 28 -

1
2
3 134. Lawrence Heller testified
4 that "[a]t the time of the
5 Armstrong settlement,
6 information from Mr. Armstrong
7 was being used in a number of
8 cases around the world."
9

10 135. Scientology staff member
11 Kenneth Long stated in a
12 declaration executed January
13 19, 1995 that prior to
14 December, 1986, Armstrong had
15 testified in 15 cases a total
16 of 28 trial days, had been
17 deposed for 19 days, and had
18 executed 28 declarations in 15
19 cases all of which concerned
20 Scientology and its related
21 entities.
22

23 136. In the same declaration
24 Long describes Armstrong as,
25 inter alia, "an anti-Church
26 litigant and a professional
27 witness against the Church in
28 other litigation" and "a
paralegal who worked

15: 1.

134. Exhibit 2-F, 35:2-4.

135. Exhibit 8-R, Declaration
of Kenneth D. Long in support
of plaintiff's reply in
support of motion for summary
adjudication of the fourth,
sixth and eleventh causes of
action of plaintiff's second
amended complaint, filed
herein January 20 1995, 1:24-
28.

136. Ex. 8-R, 1:20:22.

1 extensively on anti-Church
2 cases."

3
4 137. In Armstrong's expert
5 opinion, "[t]he whole set of
6 "settlement agreements," which
7 are commonly known as the
8 "Flynn agreements," are unfair
9 to anyone who litigates either
10 as a defendant or plaintiff
11 against Scientology, since
12 these agreements remove
13 knowledgeable witnesses from
14 the legal arena and drive up
15 litigation costs. The
16 "agreements" are also unfair
17 to the public because they
18 allow Scientology's leaders to
19 rewrite history, lie about
20 judicially credited
21 information, attack the
22 sources of that information
23 without response, and convey
24 the idea that it is futile to
25 speak the truth or oppose
26 their tyranny. These
27 "agreements" obstruct
28 justice."

137. GA dec. 15:12-22.

ISSUE VI

Armstrong's Claim: All of Armstrong's experiences concerning which Scientology seeks to silence him are religious in nature and the silencing of the expression of such experiences by court order is completely barred by the First Amendment to the United States Constitution.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-137, supra.

138. Scientology claims to be a religion.

138. Plaintiff's Evidence:
Request for Judicial Notice, Exhibit A, face. All papers filed by Scientology herein.

139. Scientology claims in its By-Laws to be "an association of persons having incorporated exclusively for religious purposes under the laws of the State of California as the same relate to Nonprofit Religious Corporations."

139. Exhibit 8-S, Revised By-Laws of Church of Scientology International, p. 1, preamble.

140. In its By-Laws Scientology defines "Religion of Scientology" and "Scientology" as "the religious doctrines, beliefs, tenets, practices, applied

140. Ex. 8-S, p. 3, ¶ c.

1 religious philosophy and
2 technology for its application
3 as developed by L. Ron Hubbard
4 and as the same may hereafter
5 be developed by L. Ron
6 Hubbard."

7
8 141. In its By-Laws
9 Scientology defines
10 "Scriptures" as "the writings
11 and recorded spoken words of
12 L. Ron Hubbard with respect to
13 Scientology and organizations
14 formed for the purposes
15 thereof."

141. Ex. 8-S, p. 3, ¶ d.

16
17 142. Scientology's By-Laws
18 state that the purposes of "a
19 Church of Scientology:" "The
20 corporation shall espouse,
21 present, propagate, practice,
22 ensure and maintain the purity
23 and integrity of, the religion
24 of Scientology, as the same
25 has been developed and may
26 further be developed by L. Ron
27 Hubbard."

142. Ex. 8-S, p. 4, Article
III.

28
143. Scientology's By-Laws

143. Ex. 8-S, p. 28, Section

1 state that the purposes of its 3.
2 "religious orders" shall be
3 the carrying out of the
4 religious and administrative
5 activities of [Scientology],"
6 the "supervision of
7 ecclesiastical affairs of
8 other churches of
9 Scientology."

10
11 144. Armstrong was a member of 144. GA dec. p. 27, ¶ 48.
12 Scientology's "religious
13 order," the Sea Organization,
14 members of which sign a
15 billion year contract, from
16 1971 through 1981, the period
17 of almost all of his
18 significant experiences about
19 which Scientology seeks to
20 silence him.

21
22 145. Armstrong believes that 145. GA dec. p. 27, ¶ 48.
23 his experiences in Scientology
24 are religious, indeed sacred,
25 because they were created and
26 motivated by God for His
27 Glory.

28
146. Armstrong believes that 146. GA dec. pp. 2,3, ¶¶ 6,7.

1 through God's Grace and Wisdom
2 he came to see that the faith
3 he put in Hubbard, and in his
4 philosophy, mental "science"
5 and organizational policies,
6 throughout his Scientology
7 years was misplaced. He came
8 to see that despite that
9 misplaced faith, God never
10 deserted him, that God was
11 with him, keeping him safe
12 every moment. Armstrong
13 believes that throughout his
14 Scientology years, through
15 abuse, danger, and betrayal,
16 He kept his heart from being
17 hardened beyond salvation.
18 Armstrong believes that God
19 kept him from being completely
20 taken over by Scientology
21 through all the years of
22 indoctrination, mind control,
23 "ethics," threat and
24 punishment, and through the
25 more than a thousand hours of
26 "auditing." Armstrong
27 believes that when Hubbard
28 assigned him twice to the
Rehabilitation Project Force

1 (RPF), Scientology's prison,
2 for a total of twenty-five
3 months, when Hubbard had his
4 messengers order Armstrong's
5 wife to leave him, when he was
6 ordered security checked for
7 questioning Hubbard's
8 truthfulness, God brought him
9 through safely, made him
10 stronger and wiser, and kept
11 his heart from hardening.
12 Armstrong believes that he was
13 so deeply involved with
14 Scientology, so devoted to an
15 ungodly man and his ungodly
16 teaching, only God's Own
17 leading me, through His
18 mysterious way, could have
19 saved him. Armstrong believes
20 that God led him into the
21 Hubbard archive and biography
22 project, brought him to study
23 the Hubbard's secret papers
24 and document his duplicity,
25 and freed Armstrong's faith
26 from Scientology, on which it
27 had been misplaced.
28

147. Armstrong believes that

147. GA dec. pp. 4,5, ¶¶ 9,10.

1 in his post-Scientology
2 period, when first in the
3 outside world, confused and
4 afraid, God took him in His
5 Hands for particular care and
6 teaching. Armstrong believes
7 that when Scientology's
8 leaders sent hired private
9 investigators to spy on him
10 and his wife, and to terrorize
11 them, God kept him,
12 emotionally intact. Armstrong
13 believes that at the first
14 hearing in my case in 1982,
15 God somehow put into his hands
16 a tiny tract of Bible quotes
17 which he held and put his
18 heart on as fear gripped at
19 him. Throughout the 1984
20 trial, where Armstrong was on
21 the stand for about ten days,
22 he depended on the Twenty-
23 third Psalm to calm his mind
24 and heart.

25
26 148. Armstrong believes that
27 for His Purposes God allowed
28 him to be terrorized by
Scientology agents, his car

148. GA dec., pp. 5,6, ¶ 12.

1 broken into, his drawings and
2 writings stolen, other
3 writings and ideas of his
4 perverted and held up to
5 ridicule. Armstrong believes
6 that God allowed Scientology's
7 leaders to become intoxicated
8 by their own lies so that they
9 would try time after time to
10 have Armstrong jailed on their
11 false and manufactured
12 criminal charges. Armstrong
13 believes that God allowed the
14 self-deception of
15 Scientology's leaders, so that
16 they concocted a perverse
17 intelligence scheme to entrap
18 Armstrong in a crime and have
19 him prosecuted. Armstrong
20 believes that God allowed
21 Scientology's leaders to put
22 their faith in a base private
23 investigator, Eugene Ingram,
24 whom they would use to
25 illegally videotape Armstrong,
26 and who threatened to put a
27 bullet between Armstrong's
28 eyes. Armstrong believes that
God allowed the heart of an

1 Los Angeles Police Department
2 Officer, Philip Rodriguez, to
3 be tempted by greed, and paid
4 for a false authorization to
5 Scientology to illegally
6 videotape Armstrong.
7 Armstrong believes that God
8 allowed Armstrong's friend Dan
9 Sherman to use their
10 friendship to betray
11 Armstrong, to lead him with
12 kind words into danger, to set
13 him up, to trick from him his
14 thoughts and writings, and to
15 break his heart.

16
17 149. Armstrong believes that
18 God allowed Scientology's
19 leaders to attack Michael
20 Flynn, Armstrong's attorney,
21 good friend, benefactor and
22 champion in the legal battle.
23 Armstrong believes that God
24 allowed Scientology to sue
25 Flynn some fifteen times, to
26 threaten him, his family and
27 career, to frame him with
28 forgery, to pay known
criminals to bear false

149. GA dec. pp. 6,7, ¶ 14.

1 witness against him, and to
2 attempt his assassination.
3 Armstrong believes that God
4 allowed Scientology's leaders
5 to think they could destroy
6 Flynn with their "black
7 propaganda," "dead agent"
8 packs, "noisy investigations,"
9 and the compromise and turning
10 of other clients. Scientology
11 worked for seven years to
12 achieve this destruction.
13 Armstrong believes that God
14 brought him to Flynn, and
15 Flynn to Armstrong, and
16 brought them to fight
17 alongside each other in a
18 legal and spiritual battle
19 against the threat and evil of
20 Hubbard and his organization
21 from 1982 through 1986.

22
23 150. Armstrong believes that
24 during the years of the
25 Scientology battle he was
26 brought by God ever closer to
27 Him. Armstrong believes that
28 when he was alone, at times in
terrible fear, God kept him

150. GA dec. p. 7, ¶ 15.

1 safe, and allowed his heart to
2 break, over and over.
3 Armstrong believes that God
4 spoke to him, and that at
5 times, as early as 1983, he
6 wrote God's Words under His
7 guidance in what seemed to be
8 dialogues. Armstrong believes
9 that God gave him the idea for
10 the true protection of His
11 Children in this world, and
12 moved Armstrong in 1986 to
13 found a church based on this
14 concept for His Glory.

15
16 151. Armstrong believes that,
17 at a time when Scientology
18 faced tremendous exposure and
19 liability in Armstrong's
20 cross-complaint for years of
21 outrageous fair game attacks,
22 and had just suffered a
23 \$30,000,000 verdict in the
24 case of Lawrence Wollersheim
25 v. Scientology, Los Angeles
26 Superior Court No. C 332027,
27 God, for His Glory, allowed
28 Flynn to lose heart. To
"settle" one client's lawsuit

151. GA dec., p. 7,8, ¶ 16.

1 against Scientology, Flynn
2 agreed to the organization's
3 demanded condition of silence
4 by the client about her
5 "experiences," while not
6 demanding the same protection
7 for his client. Flynn agreed,
8 and had the client agree, to
9 this unholy and impossible
10 contract, despite his
11 awareness of the
12 organization's evil and
13 dangerous nature. Then, after
14 another such agreement or two,
15 Flynn arranged with
16 Scientology a "global
17 settlement" of all the cases
18 of his remaining clients and
19 his own cases against Hubbard
20 and the organization.

21
22 152. Armstrong believes that
23 God allowed Scientology to
24 harass, threaten and
25 compromise Flynn, and allowed
26 Flynn to be persecuted and
27 compromised, for His Purpose
28 to His Own Glory. Armstrong
believes that God allowed

152. GA dec. p. 8, ¶ 17.

1 Flynn to state to Armstrong,
2 when Armstrong protested the
3 impossibility of the
4 settlement agreement and the
5 insanity of the liquidated
6 damages clause, "Gerry, it's
7 not worth the paper it's
8 printed on. It's
9 unenforceable. You can't
10 contract away your
11 Constitutional rights."
12 Armstrong believes that God
13 allowed Flynn to point out to
14 Armstrong his release of
15 Scientology and Armstrong's
16 dismissal of his lawsuit, and
17 allowed Flynn to say, "That's
18 what they're paying you for."

19
20 153. Armstrong believes that
21 God made him aware of His
22 Spirit during the "settlement"
23 when he was rejected from Mike
24 Flynn's heart. Armstrong
25 believes that God showed him a
26 glimpse of the future at that
27 moment; that he might be left
28 alone, that he might be
persecuted, but that he should

153. GA dec., p. 9, ¶ 19.

1 not fear; and that he should
2 at that time give everyone
3 involved what they wanted,
4 what they thought they needed
5 to be free. Because of
6 Flynn's promise of the
7 agreement's unenforceability,
8 Armstrong's desire to end the
9 threat if possible for
10 everyone, Scientology's
11 promise to end fair game, and
12 what he believed was God's
13 Assurance, Armstrong did sign.

14

15 154. Armstrong believes that
16 after the "settlement," God
17 gave him a time of some quiet
18 and joy to write, draw, get
19 strong after years of
20 deteriorating health, to hang
21 out with friends, and to be
22 drawn ever closer to Him.
23 Armstrong believes that in
24 1987 God chose him and came to
25 him in the undeniable Physical
26 Substance of His Love, and
27 gave Armstrong a greater view
28 of his future role in God's
Plan. Armstrong believes that

154. GA dec., pp. 9,10, ¶ 20.

1 in 1988 God brought him to
2 offer his life in exchange for
3 the captives then held in
4 Lebanon. Armstrong believes
5 that God schooled him in the
6 understanding of His Nature
7 and set Armstrong on the path
8 to become by 1989 one of His
9 Teachers. Armstrong believes
10 that in 1989 God also gave
11 him an understanding of the
12 valuelessness of money, and a
13 glimpse of God's solution for
14 the grinding cruelty of the
15 world's economic system.
16 Armstrong believes that God
17 brought to him a glory of
18 four-leaf clovers. Armstrong
19 believes that God showed
20 Armstrong that through his
21 life God could bring to the
22 world the mathematical proof
23 of His guidance. Armstrong
24 believes that God moved him to
25 run like the wind, and to pick
26 up the world's trash, all for
27 His Glory.

28

155. Armstrong believes that

155. GA dec., pp. 10, 11, 11

1 during the post-settlement 21,22.
2 years, God also allowed the
3 hearts of Scientology's
4 leaders to grow ever harder
5 and to manifest in attack
6 after attack on Armstrong's
7 character and credibility. It
8 became clear, and saddened
9 Armstrong greatly, that these
10 leaders had not stopped "fair
11 game," but were using the
12 cessation of the litigation by
13 Flynn and his clients as an
14 opportunity to continue their
15 antisocial practices
16 unchecked. Armstrong believes
17 that God allowed his heart to
18 be broken by each attack and
19 the daily knowledge that
20 Scientology had not ceased
21 fair game, yet God kept
22 Armstrong from responding with
23 anything other than sadness
24 for almost three years. Then,
25 in the fall of 1989, Armstrong
26 was served with a deposition
27 subpoena by the attorney for
28 Bent Corydon in the case of
Corydon v. Scientology, Los

1 Angeles Superior Court No.
2 C694401. Following this
3 Armstrong received a series of
4 calls from Scientology
5 attorney Lawrence Heller who
6 threatened that, even pursuant
7 to this subpoena, if Armstrong
8 testified about his knowledge
9 of Hubbard and Scientology he
10 would be sued. Armstrong was
11 deeply troubled by Heller's
12 threats, the idea of
13 succumbing to those threats,
14 and the injustice and evil the
15 settlement agreements had
16 spawned. Armstrong believes
17 that God brought him at that
18 time to a determination to do
19 what he could to bring to
20 light and correct that
21 injustice and evil. When
22 Armstrong began to research
23 his rights, responsibilities
24 and how to proceed, he learned
25 that through the intervening
26 five years Scientology had
27 been able to maintain an
28 appeal, Scientology v.
Armstrong, No. B025920, from

the 1984 Breckenridge
decision, and Armstrong's
first actions concerned that
appeal.

156. Around March 12 and
continuing for about two weeks
Armstrong experienced what he
believes was both his
spiritual death and his
rebirth, brought on him by
God. Armstrong believes that
God showed him the nature of
the evil that he had been
chosen by God to oppose, and
God showed him the spiritual
battle with that evil.

Armstrong believes that God
showed him that persecution
must be endured for His Cause,
and God assured Armstrong that
He would never leave him. God
showed Armstrong the souls he
fought for, and why God chose
him to fight through all those
years. Armstrong believes
that God brought him to
surrender his battle to Him
that His Will be done, for

156. GA dec., pp. 24,25, ¶ 44.

1 unless God does it Armstrong
2 hasn't got a prayer.
3 Armstrong believes that he
4 will run whatever race God
5 calls him to run as fast and
6 as far as God moves him.
7 Armstrong believes that
8 sometimes God will appear to
9 lose the race on earth to win
10 it in Heaven.

11

12 ISSUE VII

13 Armstrong's Claim: All of Armstrong's activities which
14 Scientology claims are violations of the subject agreement are
15 religiously motivated and completely protected by the First
16 Amendment, and the Religious Freedom Restoration Act of 1993.

17 Armstrong incorporates herein his Disputed Facts, Additional
18 Facts and Evidentiary Support Nos. 1-156, supra.

19

20 157. Armstrong is a Christian. 157. GA dec., p. 1, ¶ 2.

21

22 158. Armstrong believes that 158. GA dec. pp. 1,2, ¶ 3.

23 his life, in every moment and
24 breath, is God's and in God's
25 Hands. Armstrong believes
26 that he has been saved from
27 eternal separation and hell to
28 become a son of God by God's
Grace alone, and drawn by God

1 to trust and follow His Son
2 Jesus Christ as his Lord and
3 Savior. Armstrong believes he
4 has been filled with God's
5 Holy Spirit, and given by Him
6 all peace, wisdom and love.
7 Armstrong believes that he has
8 been saved for God's Purposes
9 to His Glory. Armstrong
10 believes that God's Purpose
11 for him and all the world is
12 salvation. Armstrong believes
13 that the only difference of
14 any meaning at any time
15 between him and anyone else on
16 earth is this belief in God's
17 Plan for salvation.

18
19 159. Armstrong believes that
20 as a Christian and as a son of
21 God he has been led and will
22 be led into all of his life's
23 situations and to all of the
24 people he has encountered and
25 will encounter for God's
26 Purposes alone. Armstrong
27 believes that from God come
28 all things, including the
trust in Him, the willingness

159. GA dec. p. 2, ¶ 4.

1 to believe on Him, free will,
2 peace, wisdom and love.

3
4 160. Scientology professes in
5 its public promotions and
6 publications to be compatible
7 with Christianity.

160. GA dec., p. 2, ¶ 5, pp.
25,26, ¶ 45; Third Party
Decs., Ex. 1, p. 15, ¶ 22;
Third Party Decs., Ex. 4, p.
2, ¶ 5; Third Party Decs., Ex.
5, p. 3, ¶ 15.

8
9
10
11 161. Scientology states in its
12 "catechism," published in 1992
13 in its promotional book What
14 is Scientology?,

161. GA dec. p. 25, ¶ 45.

15 "Scientologists
16 hold the Bible as a
17 holy work and have
18 no argument with the
19 Christian belief
20 that Jesus Christ
21 was the Savior of
22 Mankind and the Son
23 of God...¶There are
24 probably many types
25 of redemption. That
26 of Christ was to
27 heaven."

28
162. In fact, however,

162. GA dec. pp. 25,26, ¶ 45;

1 Scientology is anti-Christian.
2
3
4
5
6
7
8
9 163. Once initiated into
10 Scientology, people are
11 secretly taught, and must
12 believe, that Christ, God and
13 Heaven are false ideas
14 "implanted" in humans by
15 electronic means to enslave
16 them.
17
18
19
20
21
22 164. Scientology secretly
23 teaches its initiated
24 adherents that its "auditing"
25 procedures are the only way to
26 free mankind from "Christian"
27 slavery and the "Creator of
28 Heaven."

Third Party Decs., Ex. 1, p.
14, ¶ 20; Third Party Decs.,
Ex. 3, pp. 1,2, ¶ 5; Third
Party Decs., Ex. 3-A, essay,
"What Christians Need to Know
About Scientology;" Third
Party Decs., Ex. 4, p. 2, ¶ 5.

163. GA dec. pp. 25,26, ¶¶ 45,
46; Third Party Decs., Ex. 1,
pp. 12-15, ¶¶ 17- 23; Third
Party Decs., Ex. 1-B, Ex. 1-C;
Third Party Decs., Ex. 2, pp.
1,2, ¶ 4; Third Party Decs.,
Ex. 2-A, Ex. 2-B; Third Party
Decs., Ex. 3-A; Third Party
Decs., Ex. 4, p. 2, ¶ 7;
Third Party Decs., Ex. 4-A,
Ex. 4-B; Third Party Decs.,
Ex. 5, p. 3, ¶ 15.

164. GA dec., pp. 25,26 ¶ 45;
Third Party Decs., Ex. 1, pp.
13, 14, ¶ 19; Third Party
Decs., Ex. 1-B, Ex. 1-C; Third
Party Decs., Ex. 2, pp. 1,2,
¶¶ 3,; Third Party Decs., Ex.
2-A, Ex. 2-B; Third Party
Decs., Ex. 3-A; Third Party

1		Decs., Ex. 4, p. 2, ¶ 7;
2		Third Party Decs., Ex. 4-A,
3		Ex. 4-B; Third Party Decs.,
4		Ex. 5, p. 3, ¶ 15.
5		
6	165. The main target of	165. GA dec. p. 26, ¶ 46.
7	Scientology's promotion and	
8	marketing are Christians. The	
9	largest percentage of	
10	Scientology's members come	
11	from Christian backgrounds.	
12	The second largest percentage	
13	comes from Judaism.	
14		
15	166. Scientology enforces the	166. GA dec p. 26, ¶ 46; Third
16	acceptance of its teachings	Party Decs., Ex. 1, p. 16, ¶
17	that Christ, God and Heaven	25; 14, ¶ 19; Third Party
18	are false "implanted" ideas	Decs., Ex. 2, p. 2, ¶ 5.
19	with Scientology's system of	
20	"ethics" punishments, its	
21	"auditing procedures," and its	
22	institutionalized mockery of	
23	God and Christ. Anyone in	
24	Scientology who professed a	
25	belief in Christ, or God, or	
26	who sought help through	
27	prayer, was viewed and handled	
28	as a "psychotic."	

1 167. Jesus states at Mark
2 3:28,29:

167. GA dec. pp. 26, 27, ¶ 47.

3 "28 Verily I
4 say unto you. All
5 sins shall be
6 forgiven unto the
7 sons of men, and
8 blasphemies
9 wherewith soever
10 they shall
11 blaspheme:
12 29 But he
13 that shall blaspheme
14 against the Holy
15 Ghost hath never
16 forgiveness, but is
17 in danger of eternal
18 damnation."

19
20 168. Armstrong believes that
21 when Hubbard asserts that
22 Christ and God are "implants,"
23 he blasphemes the Holy Spirit,
24 the one unforgivable sin.

168. GA dec. p. 26, 27, ¶ 47.

25
26 169. Armstrong believes that
27 people drawn into Scientology
28 and brought to adopt this
blasphemy are in grave

169. GA dec. p. 26, 27, ¶ 47.

1 spiritual danger.

2

3 170. Armstrong believes that
4 Scientology is the clever
5 human invention of a clever
6 human who took his human
7 cleverness as far as it would
8 go for his own glorification.

170. GA dec. pp. 3,4, ¶ 8.

9 Armstrong believes that God
10 used Armstrong to accomplish
11 part of God's Plan for
12 Scientology, Scientologists
13 and salvation. Armstrong
14 believes that it took someone
15 with a God-given history,
16 character and skills such as
17 He gave Armstrong to bring out
18 of Scientology, to the light,
19 and to the minds and hearts of
20 all those whom God sent to
21 listen, a testimony of the
22 character of Scientology's
23 product and "source."

24 Armstrong believes that God
25 continues to use him to
26 reflect the unworthiness and
27 bankruptcy of Hubbard's
28 attempt to create his own
salvation plan, against the

1 infallibility and peaceful
2 grandeur of God's Plan.

3
4 171. Margery Wakefield, who
5 also signed a "Flynn
6 agreement," believes that she
7 is saved by the Grace of God
8 through her faith in His Son
9 Jesus Christ. She believes
10 that she was called to speak
11 out concerning the illegal
12 practices of Scientology, its
13 mind control techniques, and
14 its anti-Christian nature and
15 teachings. Ms. Wakefield
16 recently wrote an essay
17 entitled "What Christians Need
18 To Know About Scientology."
19 She has been motivated in
20 speaking her thoughts based on
21 her knowledge and experiences
22 by the desire to reach the
23 minds of people who are in
24 Scientology and held by its
25 anti-Christian mind control
26 and pseudo-scientific dogma,
27 and the minds of people who
28 might be drawn into
Scientology by its

171. Third Party Decs. Ex. 3,
pp. 1,2, ¶¶ 5,6; Ex. 3-A.

1 misrepresentations concerning
2 its intentions, practices and
3 religion. She believes that
4 it is every Christian's
5 motivation and desire to reach
6 the unsaved with the message
7 of the true gospel and a
8 warning about false teachers
9 like L. Ron Hubbard and false
10 gospels like Scientology. She
11 has felt that the right to
12 speak and teach in this way is
13 something that no court in
14 this country should nor can
15 take away. Ms. Wakefield
16 believes that under the US
17 Constitution she is free to
18 speak and cannot contract away
19 her right to speak about those
20 Scientology's "religious"
21 scriptures, practices and
22 experiences. She believes
23 that what she experienced in
24 Scientology was her own
25 religious experiences, and
26 what she experienced regarding
27 Scientology after leaving are
28 her own religious experiences,
about which she cannot be

1 silenced.

2

3 172. Keith Scott has a
4 Christian ministry called the
5 Cults Awareness Ministry. A
6 vital aspect of his ministry
7 is to offer advice born of
8 experience to people who are
9 going in or thinking about
10 coming out of Scientology. He
11 do this work from a Christian
12 perspective, using the
13 strength and truths he has
14 gained through his faith in
15 Jesus Christ as his Lord and
16 Savior. Mr. Scott exposes the
17 untruths of Scientology and
18 explains the dangers to the
19 spiritual well-being and
20 future of people who follow
21 those untruths rather than the
22 truths of the Word of God. Mr.
23 Scott believes that he was
24 saved from the manipulation
25 and mind control of
26 Scientology by the Grace of
27 God recognized through his
28 faith in His Son, Jesus
Christ.

172. Third Party Decs. Ex. 4,
pp. 1,2, ¶¶ 3,6.

1

2 173. Other knowledgeable
3 people use the information
4 about Hubbard, his philosophy
5 and practices which Armstrong
6 brought to the light, to
7 educate and free the
8 misinformed.

9

10

11

12 174. Armstrong believes that
13 as Christ taught, and as a
14 child of God, Armstrong's
15 practice is forgiveness.

16 Armstrong believes that as all
17 that he has done has by Christ
18 been forgiven, Armstrong has
19 forgiven everything anyone has
20 ever done to me, every act or
21 thought of persecution.

22 Armstrong believes that what
23 he cannot forgive, however,
24 for he has not the power to
25 forgive it, is Hubbard's,
26 Scientology's leaders'
27 Scientologist's and anyone
28 else's blasphemy of God's Holy
Spirit.

173. Third Party Decs., Ex. 1,
pp. 8,9, ¶¶ 14,15; Third Party
Decs., Ex. 2, pp. 3,4, ¶ 8;
Third Party Decs., Ex. 4, pp.
1,2, ¶ 4; Third Party Decs.,
Ex. 5, p. 4, ¶ 17; Third Party
Decs., Ex. 6, pp 1,3, ¶¶ 6,13;
Wollersheim dec., pp. 4,5,
¶10.

174. GA dec. p. 29, ¶ 51.

1 175. Armstrong believes that
2 Scientologists will not
3 recognize their need for
4 forgiveness as long as they
5 blaspheme the Holy Spirit, and
6 they will persecute Armstrong
7 as long as they commit and
8 promote this blasphemy.
9 Armstrong asks them to stop.
10 Armstrong believes that when
11 Scientology persecutes the
12 "little ones," those who are
13 the least among us, those whom
14 Scientology's leaders call
15 "suppressive persons," "PTSeS"
16 or "degraded beings"
17 Scientology persecutes Christ
18 Himself. Armstrong asks them
19 to stop this practice as well.
20 Armstrong believes that God
21 for His Purposes chose
22 Armstrong to be persecuted;
23 and to care and hurt when the
24 little ones are persecuted.
25 Armstrong cares what
26 Scientology does to him
27 because he believes
28 Scientology is doing it and
will do it to anyone else.

175. GA dec. pp. 29, 30, ¶ 52.

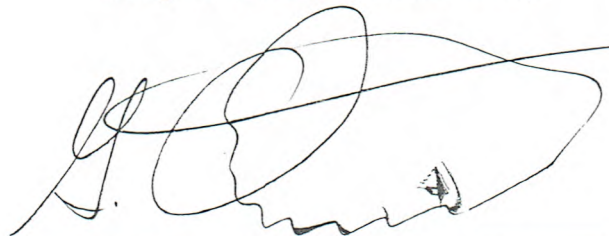
1 Armstrong believes that is to
2 all of these who are
3 persecuted, and to all those
4 in Scientology, that God has
5 sent him. Armstrong believes
6 that we are in the end times,
7 and that God has sent His
8 messengers, teachers and
9 prophets onto His Elect,
10 wherever they are, in whatever
11 country, city, prison, church
12 or cult, to gather them onto
13 Himself. Armstrong believes
14 that God chose him to be
15 persecuted by Scientology's
16 leaders, using their
17 organization's tax-exempt
18 millions, and in violation of
19 the nation's Constitution, as
20 Apostles of old were
21 persecuted, and all God's
22 Disciples have been persecuted
23 throughout history. Armstrong
24 believes that this need not
25 be, for persecution can end in
26 no time and without downside.
27 Armstrong believes,
28 nevertheless, God allows and
uses the persecution of His

1 Children, His Messengers,
2 Teachers and Prophets to prove
3 His great Mercy and Love and
4 the power of His marvelous
5 plan of salvation, both for
6 the persecutors and those
7 persecuted. Armstrong
8 believes that God knows which
9 souls He will reach through
10 Armstrong's words, story and
11 persecution. Armstrong
12 believes that they may be few;
13 nevertheless, God desires that
14 all should be saved.

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Dated: April 15, 1995

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Gerald Armstrong', written over a horizontal line.

Gerald Armstrong